

AGREEMENT

Between



SOUTHERN CALIFORNIA
EDISON
AN EDISON INTERNATIONAL Company

and

Local 47

International  Brotherhood
Electrical of Workers

Affiliated with
A.F.L.-C.I.O.

2006-2008

Rosemead, California



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AGREEMENT

THIS AMENDED AGREEMENT, dated January 1, 2006, is entered into by and between the SOUTHERN CALIFORNIA EDISON COMPANY, hereinafter called "Company" and LOCAL UNION NO. 47, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, A.F.L.-C.I.O., hereinafter called "Union."

PREAMBLE

The Company is a public service agency charged under the laws of the United States of America, of the State of Nevada and of the State of California with the duty of maintaining electric service under public regulations of its activities and of its rates. The Company is engaged in a public service requiring continuous operation, and the recognition of such obligation of continuous service during the term of this Agreement is imposed upon both the Company and the Union. The obligation and the duty of the Company and its working forces to maintain continuous electric service, insofar as possible within human limitations, is a basic condition of the Company's franchises and rights under law.

Inherent in the relationship established between the Company and its employees is the obligation on the part of the Company to deal justly and fairly with its employees; and on the part of the employees, to cooperate with their fellow employees and with the Company, in the performance of said public service obligation, and in the preservation of the good name and the good will and the property of the Company requisite thereto.

As used in the Agreement, the masculine, feminine, or neuter gender, and the singular or plural number, shall each include the others.

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Article I

RECOGNITION

A. Pursuant to the provisions of Section 9 of the National Labor Relations Act and in accordance with the rules and regulations of the National Labor Relations Board, said Board issued on May 2, 1944, December 13, 1944, October 16, 1945, June 7, 1946, and June 26, 1946, its certifications of representatives in the Matter of the Southern California Edison Company, Ltd., and International Brotherhood of Electrical Workers, Local Union No. B-18, A.F.L., Cases No. 21-R-2112, 21-R-2167, 21-R-2196, 21-R-2374, 21-R-2375, 21-R-2376, 21-R-2391, 21-R-2891, 21-R-2719, 21-R-3156, and 21-R-3233; said Board also issued on December 18, 1957 July 26, 1974, and March 7, 1980, its certification of representatives in the Matter of the Southern California Edison Company and Local No. 47, International Brotherhood of Electrical Workers, A.F.L.-C.I.O., Cases No. 21-RC-5048, 21-RC-13792, and 21-RC-16232.

1. By reason of the provisions of the National Labor Relations Act as amended and said certifications, the Company recognizes the Union as the exclusive representative of all employees in the units described in said certifications (with certain exceptions as specified in the following paragraph)* for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

2. *(Employees excluded from the bargaining unit: supervisory employees listed in Exhibit C hereof and covered by certification dated June 26, 1946, Case No. 21-R-3156; Industrial and Domestic Sales employees covered by certification of October 16, 1945, Case No. 21-R-2719; and those Customer Service Department employees excluded from the

Article I

bargaining unit in accordance with the Agreement between the Company and the Union dated September 9, 1968, which also excludes some employees covered by certification of October 16, 1945, Case No. 21-R-2719.

3. In accordance with Section 4 of the Agreement between the Company and the Union effective September 16, 1968, employees in certain classifications in the Customer Service Department are excluded from the bargaining unit.

4. Employees in those classifications set forth in Sections 2 and 3 of said Agreement are included in the bargaining unit.)

5. Within thirty (30) days of date of hire every employee covered by this Agreement shall, as a condition of employment: (1) become a member of the Union and maintain his membership in the Union in accordance with its Constitution and Bylaws; or (2) in the alternative, an employee must tender monthly, an agency fee as established by the Union in an amount *not to exceed the amount of the monthly dues and per capita fees* required of BA members in his base wage rate; except that

6. Any employee of the Company in a classification represented by the Union and who on May 18, 1973, was an employee and was not a member of the Union and who remains an employee in a classification represented by the Union continuously after May 18, 1973, is exempt from the provisions of Section A.5. unless he later becomes a member of the Union or elects to pay the agency fee.

7. Any employee permanently assigned to a location outside of the State of California or appointed on a permanent basis to a classification out of the bargaining unit covered by this collective bargaining agreement may withdraw from membership in the

Union and his obligation to pay dues or an agency fee shall be suspended for the duration of such period as the individual is assigned to a location outside of the State of California or is working in a job classification not covered by this collective bargaining agreement.

8. Employees permanently based in the states of Arizona and Nevada are exempt from Section A.5. above.

9. Any employee hired into a classification represented by the Union in the states of Arizona or Nevada after May 18, 1973, who subsequently is permanently assigned to a classification in the bargaining unit within the State of California is subject to the provisions of Section A.5. above within thirty (30) days after such assignment.

10. Any employee in the General Office Janitor/Porter staff on June 18, 1974, is exempt from the provisions of Section A.5. above unless the employee later becomes a member of the Union or elects to pay the agency fee.

11. Any employee in the Real Properties and Administrative Services building maintenance staff at the Long Beach Edison Building on February 28, 1980, is exempt from the provisions of Section A.5. above unless the employee later becomes a member of the Union or elects to pay the agency fee.

B. The Company agrees to recognize the rights of employees as set forth in Section 7 of the National Labor Relations Act to "self-organization, to form, join or assist labor organizations, to bargain collectively through representatives of their own choosing and to engage in concerted activities for the purposes of collective bargaining or other mutual aid or protection." The Company or the Union will not interfere with, restrain or coerce the employees in the exercise of their rights as set forth in the National

Article I

Labor Relations Act or any amendments thereto. It is further agreed by the Union that neither it nor its officers or agents will conduct any union activities on Company time or property except as specifically provided in this Agreement, except further, that this provision shall not be construed to prohibit Union representatives from (1) contacting stewards on Company time in accordance with the provisions of their Pass to the Property; or (2) contacting non-shift employees on employee's own time during lunch time and after working hours on Company property; or (3) contacting District Transportation Services Department employees before work hours on Company property. It is agreed that prior to contacting such employees, Union representatives will notify Superintendent, Manager or Supervisor then in charge at the location visited of his presence, if such Supervisor is available. Such Supervisor may deny access to Company property if it will interfere with the work being performed.

Union representatives agree that they will not call or carry on meetings of employees on Company property for organizational or any other purpose, by the use of the Pass to the Property or otherwise. The parties further agree that it shall not be the policy of either to make or publish untrue statements about the other.

One hour will be set aside during New Employee Orientation meetings for representatives of Local 47, IBEW to meet with all new IBEW-represented employees. It is understood and agreed that such meetings will be on normal paid Company time and on Company property for the purpose of familiarizing IBEW-represented employees with the labor union.

Additional reference Appendix ii

C. The Company shall deduct from their wages and turn over to the Business Manager of the Union, the Union dues of such members of the Union or agency fees of any other employee as provided for in Article I.A.5., who individually and voluntarily certify in writing that they authorize such deductions.

The Company shall also deduct from the wages of the employees covered by the Agreement and turn over to the Business Manager of the Union the amounts authorized in writing to be used by the political action committee established by the Union in accordance with the requirements of the Federal Election Commission. The form for the authorizations shall be provided by the Company. Any solicitation undertaken by the Union for the purposes authorized by this paragraph is subject to the provisions of Articles I, Section B and XIII of this Agreement. The reasonable costs of establishing and administering the wage deductions shall be borne by the Company to the extent permitted by law.

The Company and Union each agree that neither of them nor any of their officers or members or employees will intimidate or coerce employees into executing such certificates or authorizations. If any dispute arises as to whether there has been any violation of this pledge, such dispute shall be regarded as a grievance and submitted to the grievance procedure established by this Agreement.

D. It shall be the Company policy that all its usual and customary work shall be done by its regular forces, and so to manage, control, and allocate its work, seasonal and climatic conditions permitting, as to reduce to a minimum layoffs and reductions of its forces. To that end the Company will endeavor in good faith not to contract out work usually and customarily performed by its regular employees at a

Article I

time when such work can be performed by them. However, nothing herein contained shall restrict the Company's right to contract out work at its discretion, so long as that right is not exercised to effect discrimination against employees.

E. An employee who has been with the Company one year or more and who is laid off shall receive two (2) weeks' notice. If two (2) weeks' notice is not given, the employee will receive two (2) weeks' pay in lieu of said notice. An employee who has been with the Company less than one year and who is laid off will receive notice or pay in lieu of said notice on the following basis: One-twelfth of five days for each month of continuous service. One day will be the minimum allowed and five days will be the maximum allowance.

The preceding paragraph does not apply to an employee discharged for cause.

F. It continues to be the policy of the Company and the Union not to discriminate against any employee on account of race, color, sex, age, religion or national origin.

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Article II

**CONTINUITY OF SERVICE
TO THE PUBLIC**

A. It is agreed that there shall be no strike, slowdown, or lockout until all methods provided for the settlement of disputes, in this Agreement have been fully utilized, and further, that the parties shall have exhausted the remedies provided under the Labor-Management Relations Act.



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Article III
REPRESENTATION

A. Union Grievance Committees of employees shall be selected by the members of the Union for the purpose of presentation, investigation, and adjustment of grievances in accordance with the grievance procedure as set forth in Article IV hereof. A Union representative and a Labor **Relations** representative may be present at the Fact Finding meeting to advise and assist in the discussion. The Business Manager or his representative, and the Vice President of Labor Relations or his representative will be present at the Review Step meeting to advise and participate as required.

B. The Union may be represented by a steward for each geographical working unit as defined by agreement of the parties, and as set forth in Exhibit B attached.

C. No employee shall be eligible to serve as a steward or member of the Grievance Committee unless he is an employee assigned to the area in which he serves.

D. No employee shall serve as a steward or a member of the Grievance Committee while on leave of absence.

E. Union Grievance Committees which act in the adjustment of grievances in the Review Step of the grievance procedure as set forth in Article IV hereof shall consist of not more than two (2) employees per committee to be selected by the Union. It is understood that two (2) members of any Union Grievance Committee shall constitute a quorum for the purpose of conducting the meetings between the Union Grievance Committee and the management, as

Article III

provided in the Review Step of the grievance procedure set forth in Article IV hereof.

F. A steward or a member of the Union Grievance Committee may perform the following duties during working hours:

1. Present to the aggrieved employee's immediate supervisor grievances which he has been requested by an employee or group of employees in his jurisdiction to present for adjustment. (Stewards only.)

2. Investigate any such grievance so it can properly be presented to the appropriate supervisor, or for the further processing thereof.

3. Attend as a member of the Union Grievance Committee regular or special meetings between that committee and the management as provided in the Grievance Procedure set forth in Article IV hereof.

A steward or a member of the Union Grievance Committee shall request permission to leave his work to perform the above duties, and shall be relieved as soon as practicable.

When the steward or a member of the Union Grievance Committee is performing such duties during any of his regular working hours after notice to his immediate supervisor as herein called for, he shall be paid for such time by the Company at his regular rate of pay. The Company will not be responsible for any time spent processing grievances outside of his regular working hours.

G. It is understood and agreed that stewards and members of the Union Grievance Committee are employed to perform full-time productive work for the Company except when performing those duties specified in this Article III, Section F.

H. Before performing any grievance work as provided herein, the steward or Union Grievance Committeeman shall report either in person or by telephone to his regular place of work at the beginning of his day or shift, and if the grievance work requires his attention after the lunch period he shall report either in person or by telephone to his regular place of work after his lunch period before continuing the grievance work.

I. A written list of the names of the stewards, Union Grievance Committeemen, and any changes in said list thereafter made, shall be given to the Vice President of Labor Relations or his designated representative at least twenty-four (24) hours prior to the effective date of the assumption of the duties of office of said persons if possible, but in any event before said persons perform any duties. Such notification shall be made by the Business Manager of the Local Union or his designated representative. There is attached hereto, as Exhibit B, a list of geographical working units showing number of stewards assigned to each.

J. 1. When the presence of a steward is desired by an aggrieved employee, he shall inform his immediate supervisor of his desire to interview the steward and the steward shall be relieved as soon as practicable.

2. In the event disciplinary action (demotion, suspension, termination or letter of reprimand) is to be taken by the Company against an employee, the supervisor, as soon as he determines that such disciplinary action is to be taken, either prior to or during the meeting, will identify to the employee that this is to be a disciplinary meeting and the employee is entitled to Union representation if he desires such. If he does, he must make his request known immediately and his steward shall be sent for before proceeding further.

Article III

3. It is understood that it is the responsibility of the employee to be disciplined to make his request known immediately after being informed the meeting is disciplinary.

4. When disciplinary action, as defined above, is to be taken and two (2) or more supervisors are present at the meeting with the employee, the steward shall be sent for before proceeding with the disciplinary meeting, except when the employee makes it known that he does not wish the steward to be present.

K. The Company agrees that the stewards shall not be hindered, coerced, restrained or interfered with in the performance of their duties of investigation, presentation, and adjustment of grievances or disputes as provided in the grievance procedure, which duties may be performed during the steward's working hours. It is understood and agreed by the parties hereto that each will cooperate with the other in reducing to a minimum the actual time spent by the stewards and members of the Union Grievance Committee in investigating, presenting, and adjusting grievances or disputes.

L. An International Representative, Business Manager or Business Manager's representative, of the Union may have access to the Company properties during regular working hours as follows:

1. When it is necessary that he actually observe operations about which a specific grievance has arisen in order to understand the case or to attend meetings of the Union Grievance Committee and the Department Head or his representatives in the Review Step of the grievance procedure.

2. Visitations may be arranged in order that the above representatives can become familiar with plant operations.

They shall obtain from the Labor **Relations** specific authorization for each visit and such visit shall be conducted in accordance with the Company rules respecting visitors. It is understood that the International Representative, Business Manager or Business Manager's representative of the Union will not interfere with employees in the performance of their work.

M. Should the Union desire to discuss with Management any problems not pertaining to grievances, it shall notify the Vice President of Labor Relations or his representative of such desire by either an oral or written notification. Matters which are settled by telephone communication shall be confirmed by an exchange of correspondence between the parties. Before a meeting with the Vice President of Labor Relations is arranged to discuss any problems not pertaining to grievances, and which is not possible to settle by telephone, a written request shall be made by the Union setting forth the subjects it desires to discuss in such meeting; thereafter, a meeting will be promptly arranged, at which meeting not more than three (3) employee members of the Union, and the International Representative, Business Manager or Business Manager's representative of the Union may be present. It is not the intention of the parties that the provisions of this Section shall be used as a substitute for a procedure for the settlement of grievances as set forth in Article IV of this Agreement.

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**Article IV
GRIEVANCE PROCEDURE**

A. In the event any grievance arises concerning a claim by an employee or a group of employees or the Union that any of the terms of this Agreement have been violated, or any other grievance relating to rates of pay, wages, hours of employment, or other conditions of employment, such matters shall be adjusted according to the following procedure:

**Step One
ORAL
EMPLOYEE(S) AND/OR
STEWARD-SUPERVISOR**

B. Any employee or group of employees having a grievance and desiring to present the same shall first present the grievance orally, and so designate. The oral grievance shall be presented either in person or with his or their steward, or through his or their steward to his or their immediate supervisor within ten (10) days from the date of the occurrence which is the basis for the grievance. There is no responsibility on the Company to accept for adjustment or to adjust a grievance which is presented orally after ten (10) days from the date of the occurrence which is the basis for the grievance. The immediate supervisor and the person or persons presenting the grievance will discuss and attempt to adjust the matter.

In the event they are unable to arrive at a satisfactory decision as a result of such discussion, the immediate supervisor shall orally respond to the person or persons presenting the grievance within four (4) days of the date of filing of the oral grievance, clearly indicating that the response constitutes the answer to the oral grievance.

Article IV

Every effort will be made to settle grievances in this Step One.

Step Two
FACT-FINDING
STEWARD, BUSINESS REPRESENTATIVE,
EMPLOYEE, FIELD LOCATION MANAGER,
LABOR RELATIONS UNIT MANAGER
OR REPRESENTATIVE

C. If it is decided to proceed to Fact-Finding after receipt of the immediate supervisor's oral answer, the steward shall reduce the grievance to writing by completing the "Notice of Failure to Resolve Grievance — Appeal to Fact-Finding" form, setting forth the following:

1. A brief statement of the grievance and the facts upon which it is based;
2. The remedy or correction which it is desired the Company make; and
3. The section or sections of this Agreement, if any, relied upon or claimed to have been violated.

The grievance form must be delivered to the Field Location Manager or his representative in the Division or District where the grievance originated within twenty (20) days from the date of the occurrence which is the basis for the grievance but it may not be filed during the one (1) day cooling-off period immediately following the delivery of the immediate supervisor's oral answer. There is no responsibility on the Company to accept for adjustment or to adjust a grievance which is presented in writing after twenty (20) days from the date of occurrence. Thereafter a meeting will be arranged between the Company and the Union. The Field Location Manager will confirm the time and place of the meeting with the steward.

The meeting will be held within ten (10) days of the date of delivery of the form to the Field Location Manager.

The Fact-Finding meeting will be attended by the steward, Business Representative, Field Location Manager, and Vice President of Labor Relations or their representatives. At the option of the steward, an employee from the Division, Region, or District where the grievance occurred may attend and participate in the Fact-Finding meeting. Reasonable notice of the name of the employee, if any, will be given to the Company in advance of the meeting so that arrangements may be made for his attendance.

The grievance will be discussed at the Fact-Finding meeting for the purpose of clarifying the positions of the parties and attempting to reach an acceptable resolution to the grievance.

THE FOLLOWING PARAGRAPH APPLIES TO INFORMATION TECHNOLOGY, TRANSMISSION/SUBSTATION, HYDRO, STEAM, SYSTEM OPERATION, AND SHOP SERVICES AND INSTRUMENTATION DEPARTMENTS ONLY.

If a resolution is reached during the meeting, it shall be recorded on the grievance form and the grievance will be considered settled, but the grievance forms will be of no prejudicial value outside of the geographic region (*i.e.*, Northern, Coastal, etc.) in which the grievance was filed unless otherwise mutually agreed.

THE FOLLOWING PARAGRAPH APPLIES TO ALL OTHER DEPARTMENTS AND THE CFF DIVISION.

Article IV

If such a resolution is reached during the meeting all copies of the written form will be destroyed and the grievance will be considered settled.

If the parties cannot resolve the grievance, the Field Location Manager will deliver a written decision to the steward on the grievance form within five (5) days of the date of the meeting and a copy of the decision will be delivered or mailed to the Union within ten (10) days.

Step Three REVIEW UNION AND COMPANY REVIEW COMMITTEES

D. If the grievance is not settled satisfactorily at the Fact-Finding stage, the Union may: a) appeal to the Review Step of this procedure or b) appeal the grievance directly to Arbitration.

If the decision is made to appeal the Company's Fact-Finding decision to the Review Step or to Arbitration, after receipt of the Company's Fact-Finding answer, a written notice of appeal is to be completed by the Business Manager or his representative and hand delivered, or mailed postage-prepaid, by first class mail to the Vice President of Labor Relations within twenty (20) days of the postmark date of the Company's Fact-Finding statement of position on the grievance.

When mutually agreed, a Review Step meeting shall be held to consider the grievance within the thirty (30) days following delivery of the written appeal of the grievance to the Review Step. Either party may convene such a meeting for a termination grievance. However, if the Union does not request a Review Step meeting for a termination grievance, the Company

shall have thirty (30) days from the date of receipt of the Union's appeal directly to arbitration to indicate by postage prepaid first class mail if it wants a Review Step meeting. The postmark shall determine the timeliness of the response. Transmission/Substation, Hydro, Steam, System Operation, **Information Technology**, and Shop Services and Instrumentation Departments grievance meetings shall be held at the Department headquarters, or at a mutually acceptable location, with due consideration to minimizing the travel time and costs incurred by both parties. The meetings for all other departments and the CFF Division will be held at a place mutually agreed upon, with due consideration to minimizing the travel time and costs incurred by both parties. If a Review Step meeting is held, the Union Review Committee will be composed of the Business Manager or his representative, a steward, and one (1) additional employee at the option of the Union. The Company Review Committee will be composed of the Division Head or his representative and the Vice President of Labor Relations or his representative. The Company will deliver a written statement of position regarding the grievance to the Union within fifteen (15) days after the Review Step meeting, or if no meeting is held, thirty (30) days from receipt of the appeal to Review Step.

THE FOLLOWING PARAGRAPH APPLIES TO INFORMATION TECHNOLOGY, TRANSMISSION/SUBSTATION, HYDRO, STEAM, SYSTEM OPERATION, AND SHOP SERVICES AND INSTRUMENTATION DEPARTMENTS ONLY.

If the grievance is resolved, the grievance forms will be of no prejudicial value outside of the Division (Hydro, Steam, System Operation, and Transmission/Substation) in which the grievance is filed.

Article IV

THE FOLLOWING PARAGRAPH APPLIES TO ALL OTHER DEPARTMENTS AND THE CFF DIVISION.

If the Union withdraws the grievance in writing prior to appealing the grievance to Arbitration, the records of both parties regarding the grievance will be destroyed.

If, after receipt of the Company's Review Step decision, the Union chooses to appeal the grievance to Arbitration, the Business Manager will notify the Vice President of Labor Relations of the Union's decision within fifteen (15) days from the date of receipt of the Company's Review Step statement of position.

General Provisions

E. It is understood and agreed that Section 9(a) of the National Labor Relations Act grants to an individual employee or group of employees the right at any time to present grievances to their employer, and that nothing contained in this Agreement shall be construed so as to abridge, limit, or restrict that right.

If an individual employee or group of employees present grievances, the Company shall notify the Union thereof, furnish to it a copy thereof if the same be written, and furnish the Union with a copy of any decision or disposition made. Except in cases involving exclusively some question of fact or conduct peculiar to such employee or employees, and not involving an interpretation or application of the collective agreement on a matter properly the subject of a collective agreement, a representative of the Union may be present at the hearings in connection with such grievances as an observer, and may take part whenever the interpretation or application of the collective agreement is involved.

The grievance procedure prescribed in this Article shall be followed for processing grievances presented by individuals or a group of individuals, except that at the option of the aggrieved parties their representatives may perform the duties and functions and avail themselves of the rights and privileges herein prescribed for the stewards and the Union.

Additional reference Appendix ii

F. Any of the periods within which any of the acts required in this Article IV are to be performed may be extended by mutual consent of the parties. In computing the time within which the acts herein are required to be performed, Saturdays, Sundays, and holidays shall be excluded. When grievance appeals/answers are mailed, the postmark shall determine the date of delivery for the purpose of the time periods.

G. An employee other than a steward who files a grievance shall not be permitted to participate in any step of the procedure except Step One; provided, however, that if at any step in the grievance procedure either party desires to call the employee filing the grievance to testify regarding the grievance, he shall be called and questioned and excused from the discussions at the conclusion of his testimony before the discussion of the grievance proceeds.

H. Any grievance shall be considered finally resolved when:

1. The Union does not refer the grievance to the Fact-Finding step within twenty (20) days from the occurrence which gave rise to the grievance as provided in Section C of this Article IV.
2. The Company fails to provide a written answer within five (5) days of the date of the conclusion of the Fact-Finding meeting where the grievance was not settled as provided in Section C of this Article IV.

Article IV

3. The Union does not refer the grievance to the Review Step of the procedure within twenty (20) days of the postmark on the Company's written statement of position in the Fact-Finding step as provided in Section D of this Article IV.

4. The Union fails to notify the Company of its desire to proceed to Arbitration within twenty (20) days after receipt of the Company's written Fact-Finding statement of position if the grievance was not appealed to the Review Step, or if appealed to Review Step, within fifteen (15) days of the date of the Company's written statement of position.

5. The Union notifies the Vice President of Labor Relations in writing of its withdrawal of a grievance at any step in the grievance procedure; it being understood and agreed that when a grievance with respect to an employee whose services have been voluntarily or otherwise terminated remains pending, the Union will reconsider such a grievance and if after reasonable investigation it comes to the conclusion that the grievance should be further processed, the grievance will be carried further, otherwise it will be withdrawn.

1. If a grievance results from the discharge of an employee, it will be given priority through the steps of the grievance procedure so that, if the case should be ultimately appealed to Arbitration, it will be ready for hearing not later than ninety (90) days from the filing of the first step grievance.

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Article V

ARBITRATION

A. It is agreed that only grievances involving the interpretation or application of this Agreement may be submitted to Arbitration. No such grievance shall be presented for Arbitration until the employer or the Union has availed itself of the full grievance procedure set forth in Article IV, and all such grievances shall be considered finally settled and not subject to Arbitration unless the Union has notified the Company of its decision to arbitrate in accordance with Section D of Article IV of this Agreement.

B. The Arbitration Board shall consist of three (3) persons; one chosen by the Union, one chosen by the Company, and a third selected from the established panel of arbitrators. The Company and the Union shall submit to each other the names of their representatives.

1. The Company and the Union shall establish two (2) panels of arbitrators, one to hear **Information Technology**, Transmission/Substation, Hydro, Steam, and System Operation grievances and the other to hear grievances from all other departments. The panels will consist of six (6) arbitrators each which will stand for the duration of this Agreement as specified in Article XVI. Both parties shall mutually agree upon the names of all arbitrators selected for the panels. Arbitrators for each separate grievance panel shall be assigned to hear cases appealed to Arbitration on a rotating basis, depending upon their availability.

2. In the event the parties cannot agree on a panel of arbitrators, within thirty (30) days of the signing of this Agreement, the parties shall jointly and immediately request the Director of Federal Mediation and Conciliation Service to submit three (3) lists of

Article V

seven (7) persons qualified to act on said panel for each vacancy remaining on the panels.

a. Each party shall have the right to reject one (1) such list completely for each vacancy and only one (1) person shall be selected from each list unless otherwise agreed to by both parties.

b. Within ten (10) working days after receipt of said list(s), the Union and the Company representatives shall each have the right to strike three (3) names from said list(s); representatives of the Company and the Union shall determine by lot the order of elimination and thereafter each shall in that order alternately eliminate one name until only one name remains. The seventh or remaining person shall thereupon be accepted by the Union and the Company as a member of the Arbitration panel.

c. The parties shall arbitrate at least two (2) grievances per month, (one for **Information Technology**, Transmission/Substation, Hydro, Steam, and System Operation, and one for all other departments) except as otherwise provided by mutual agreement, providing that such a grievance has been appealed to Arbitration at least thirty (30) calendar days prior to the scheduled date. Dates shall be agreed on for six (6) months in advance.

1. Arbitration cases shall be heard in the chronological order in which each was filed, except as otherwise mutually agreed, and also except as follows:

- a. As may otherwise be provided in this Agreement;
- b. As may be required by the courts or administrative or regulatory agencies;

- c. When rescheduled by mutual agreement between the parties; or
- d. When withdrawn by the Union.

2. At the option of the Union and with a minimum of thirty (30) calendar days' notice to the Company, a termination or demotion Arbitration may be separately scheduled or substituted for a scheduled Arbitration hearing for each Arbitration panel. If there are no arbitrators on the panel available to hear the termination or demotion Arbitration within the time limits as set forth in Article IV, Section I, and the parties are unable to mutually agree on another arbitrator, the parties shall jointly and immediately request the Director of Federal Mediation and Conciliation Service to submit a list of seven (7) persons qualified to act as the third member of the Arbitration Board. The selection of the person from the list will be in accordance with Section B.2.b. of this Article V.

D. No later than twenty-two (22) days prior to the scheduled Arbitration, the parties will meet and attempt to execute a submission agreement mutually satisfactory to them, consisting of an agreed upon single statement of the issue or issues to be submitted to Arbitration. The submission agreement shall be submitted to the Board, or in the event that a mutually satisfactory agreement is not executed, the following documents:

- 1. A copy of the Union's demand for Arbitration;
- 2. A copy of the Grievance form;
- 3. The proposed submission agreement of each of the parties; and
- 4. A statement of any contentions that the Company may make that the grievance is not a proper one for Arbitration as defined in Section A of this

Article V

Article V; a copy of this statement, if made, shall at the same time be submitted to the Union.

E. If a scheduled Arbitration is withdrawn more than thirty (30) calendar days prior to the scheduled hearing date, the parties may mutually agree to substitute another grievance on the scheduled date. If either party notifies the other of its desire not to proceed with the scheduled Arbitration within thirty (30) calendar days or less of the scheduled Arbitration date, the hearing shall be deemed canceled unless otherwise agreed to by the parties and the arbitrator and reporter charges, if any, shall be borne by the party not wishing to proceed. If both parties agree to a compromise, the arbitrator and reporter charges, if any, shall be borne equally by the parties.

F. If the contention is made that the grievance is not a proper one for Arbitration as defined in Section A of this Article V, said question of jurisdiction shall be determined by the Board.

G. The decision of the Board shall be rendered promptly and, unless otherwise agreed by the parties, or specified by the law, not later than thirty (30) days from the date of transmission of final briefs and statements to the Board. The decision of the Board shall be final and binding upon both parties:

1. If transcripts of the hearing are taken, they shall be provided to the arbitrator and each party who so requests within thirty (30) calendar days of the close of the hearing.

2. If either party desires to file a written brief, two (2) copies of the brief shall be hand delivered or mailed by certified mail to the arbitrator (including an addressed and stamped envelope for the transmittal of the brief of the opposing party) within thirty (30) calendar days of the receipt of the transcripts of the hearing. Upon receipt of the briefs of both parties, the

arbitrator will mail each party a copy of the opposing party's brief.

H. The Board shall confine its decision to the issues submitted as defined and described by the submission agreement or by the documents referred to in Section D of this Article V, as the case may be, and the Board shall be prohibited from adding to or subtracting from the terms or provisions of this Agreement anything to the contrary notwithstanding. Nothing contained in this Agreement shall be construed as depriving either party of the rights set forth in the provisions of Title X, Sections 1280-1293 of the Code of Civil Procedure of the State of California.

I. Arbitration Expenses

With the exception of arbitrators' fees and the costs of transcriptions, the expenses of Arbitration shall be borne equally by the Company and the Union. With regard to arbitrators' fees and the costs of transcriptions, if the arbitrator rules that the Company violated the Agreement, the Company shall pay these expenses or if the arbitrator rules that there was no violation of the Agreement by the Company then the Union shall pay the expenses. The expense of making a verbatim record of the proceeding and a transcription thereof, if desired by only one party, shall be borne by that party.

J. The procedure of the Arbitration hearing shall be determined by the Board provided, however, that the parties agree to recommend to the Board that it use applicable rules of procedure such as those of the American Arbitration Association to govern the proceeding.

Article V

General Provisions Governing Arbitration

K. The Company and the Union agree to use every means to facilitate the Arbitration in every way possible.

L. The Board or either party may call any employee as a witness in any proceeding before the Board, and if the employee is on duty, the Company agrees to release him from duty so he may appear as a witness. If an employee witness is called by either party, the party calling him will reimburse him for the time lost and all necessary expenses incidental thereto.

M. Any of the periods within which any of the acts required in this Article V are to be performed may be extended either by mutual consent of the representatives of the parties or the ruling of the third member of the Board of Arbitration, and in computing the time within which the acts herein are required to be performed, Saturdays, Sundays, and holidays shall be excluded.

Additional reference Appendix i

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Article VI

MANAGEMENT PREROGATIVES

A. The Company has and will retain the right and power to manage the plant and direct the working forces, including the right to hire, to suspend, or discharge for just cause, to promote, demote, and transfer its employees, subject to the provisions of this Agreement. Any claim that the Company has exercised such right and power contrary to the provisions of this Agreement may be taken up as a grievance and to arbitration, except that the provisions of Article IV, Article V, and of this Article VI shall not apply to the discharge of any employee during the first six (6) months of the employment of any employee. The Company agrees to discuss with the Union any claim that any employee has been dismissed in violation of Article I, Section B, of this amended Agreement.

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Article VII
SENIORITY

A. It is understood and agreed that where ability and qualifications are sufficient to meet the standards of the job to be filled, working unit seniorities as hereinafter defined shall be observed in promotions and transfers except as follows:

1. No job posting or bid will be required to promote an apprentice employee to the associated skilled classification as listed in Exhibit D;

2. Transfers as outlined in Section E of this Article VII;

3. In order to be eligible for apprentice training, the applicant must normally have at least one year of experience or training in the duties of Groundman or Helper in work related to the journeyman classification in which the apprenticeship training is to be taken, except for Apprentice Lineman/Splicer in the Transmission/Substation Division. (Apprentice Linemen/Splicers in the Transmission/Substation Division will be required to complete climbing school during their first six (6) months in the apprenticeship.)

Additional reference Appendix i and ii

B. For the purpose of the Agreement — "Company Seniority" shall be deemed to accrue from the last date of hire by the Company or any of its predecessors and shall include all Company seniority accrued during any previous periods of employment after a reemployment period of one (1) year.

"Working Unit Seniority" shall accrue in each of the following working units, shall date from the day the employee started work in that working unit, and shall include all working unit seniority accrued during any

Article VII

previous period of employment after a reemployment period of one (1) year.

- Construction Field Forces Division
- **Corporate Real Estate**
- **Customer Service Operations Division**
- **Electric Distribution Business Unit**
- **Hydro Generation Division**
- **Information Technology**
- Procurement and Material Management Department
- Transmission/Substation Division
- Transportation Services Department
- Shop Services and Instrumentation Department
- **Shop Services and Instrumentation Department — Lockheed Martin**
- Steam Division
- System Operation Division

When an employee has accepted a job in accordance with the seniority provisions and finds himself unable to retain the job, he shall accept whatever job is available in the "Working Unit" and for which he is qualified.

Additional reference Appendix i

C. 1. The Company will post notices of all job vacancies that occur in the Working Units, as set forth in Section B of this Article VII, for a period of seven (7) consecutive calendar days, except for Exhibit D jobs filled by progression.

Such notices of job vacancies shall be placed on the Company bulletin boards, and it shall then be the individual employee's responsibility to learn of said postings and to cause to be indicated thereon his desire to be considered for said job. Employees are only eligible to sign notices of job vacancies for jobs in

their own working unit and said notices will not be posted outside of the working unit to which they apply. Apprentices will not be considered eligible to bid on other apprentice jobs within the same classification.

The names and unit seniority of the employee who is given the job will be posted at the time of the appointment. In the event of jobs other than entering level jobs being filled from the outside, notice will be posted on the bulletin board indicating that fact. It is not contemplated that notice of vacancies in entering level jobs will be posted.

After an employee has signed a posting sheet for a job and has been assigned the job and posting of that fact has been made, he must either accept the job or take whatever job is available in the working unit for which he has seniority, ability and qualifications. However, if he has not been actually transferred to the new job within: (a) thirty (30) days from the time the assignment has been posted he shall be free to bid and receive an award for another new job; or, (b) sixty (60) days from time assignment has been posted, he shall be free to withdraw his bid.

An Apprentice Lineman/Splicer who completes the sixth month of the sixth step of the apprentice training program will be promoted assuming he is qualified, to the Lineman/Splicer classification as an "in-training" Lineman/Splicer. The junior (working unit seniority) "in-training" Lineman/Splicer will be subject to assignment to a predesignated district to fill a vacancy in his classification in the event there are no qualified bidders for such a vacancy. Upon filling such a vacancy, either by bid or otherwise, the "in-training" designation will be removed. In no case will the "in-training" Lineman/Splicer be assigned to a new permanent work location which is more than thirty (30) road miles from the Lineman/Splicer's original work base.

Article VII

Further, if after a six month period the "in-training" designation has not been removed, such designation will then be removed and the Lineman/Splicer will be considered to have filled a regular vacancy at his current work location.

2. The provisions of this Section C shall apply to vacancies occurring in classifications listed in Exhibit "C" and in Exhibit "E" in accordance with seniority provisions of the Agreement.

In determining what constitutes sufficient ability and qualifications to meet the standards of the job under Exhibit "C" and Exhibit "E" bidding, due consideration will be given to: (1) the quality of the employee's performance on his current job; (2) his background of education and experience in similar or related work; (3) the amount of special preparation for the new job, if any is necessary, which the employee has completed at the time the selection is made; and (4) leadership qualifications and ability to progress.

It is understood and agreed that the Company has the sole responsibility for selecting employees for these supervisory jobs and that the bidding procedure, as set forth in this Section C, is for the purpose of advising employees of vacancies and giving them an opportunity to indicate their desire for such vacancies.

3. "In-training" Plant Equipment Operator

a. Operating Assistants, when qualified, shall be promoted to "in-training" Plant Equipment Operator and will be eligible to receive future step progression increases.

b. An "in-training" Plant Equipment Operator is hereby defined as a Plant Equipment Operator who has progressed from the classification of Operating Assistant, when qualified, but who has not filled a regular Plant Equipment Operator job and is carried as excess manning at a station. "In-training" Plant Equipment Operators are eligible to fill shifts the same as regular Plant Equipment Operators.

c. In the event vacancies for Plant Equipment Operator occur and are not filled as the result of a bid and award, the junior (working unit seniority) "in-training" Plant Equipment Operator in the working unit will be subject to filling a job vacancy at Cool Water, Solar I, coal gasification (if appropriate), Highgrove, San Bernardino, and any other generating plants built on Edison properties at these sites. However, when an "in-training" Plant Equipment Operator is already assigned to a location where such a vacancy exists, the junior "in-training" Plant Equipment Operator at that location shall be assigned the vacancy rather than the junior "in-training" Plant Equipment Operator in the working unit.

d. Should an "in-training" Plant Equipment Operator be assigned a Plant Equipment Operator vacancy at another station than his current assignment, the provisions of Article XIV.F.3. shall apply.

e. "In-training" Plant Equipment Operators who are assigned as a result of the "in-training" provision of Article VII.C.3. shall not have such assignments count against the six (6) month restriction for horizontal and/or down moves described in Article VII, Section D.

f. An "in-training" Plant Equipment Operator will receive merit increases subject to the same requirements of a Plant Equipment Operator.

Article VII

D. Transfers and horizontal moves will be made upon request received from the employee, in accordance with the terms of the seniority provisions of the Agreement. This does not apply to moves within the same apprenticeship classifications. Employees will not be entitled to move horizontally and/or down more than once in a six (6) month period, nor may they make any combination of up and down moves during a six (6) month period which results in their occupying the same, or a lesser position as they held initially. New employees will not be eligible to move horizontally during the first six (6) months of their employment. Such six (6) months period shall be computed from the time an employee is hired or is awarded a job vacancy. If an employee bids for another job vacancy or requests a transfer to another job involving a horizontal and/or down move, at least six (6) months must have elapsed as of the date the job posting sheet is removed from the bulletin board.

1. An employee may have valid requests for transfer on file for up to six different classifications, at any given time. On each request for transfer, an employee may request transfer to an unlimited number of designated locations. A request for transfer will be filled out by the employee and all copies will be presented to the employee's District Manager or Division Superintendent who will date and acknowledge receipt of same and return a copy to the employee. This establishes the effective date of the request for transfer.

2. A request for transfer shall be valid for:

- a. Twelve (12) months from the date submitted, or;
- b. Until the employee accepts a different job.

c. If the employee rejects a job which he is offered, his request for transfer for that specific job will be cancelled.

3. To be valid for a given job opening, a request for transfer must be submitted ten (10) working days prior to the date on which a department's requisition for the job in question is received in the Staffing Division (Personnel Office).

4. Normally each job shall be awarded within fifteen (15) working days after a department has submitted their employment requisition to the Staffing Division and the Company will commit its best effort toward that end.

a. An employee shall have at least two days from notice of a job offer to accept or reject the job.

5. An employee who has submitted a valid transfer request as set forth in this article, and is performing satisfactorily on his present job, meets the Company's hiring standards, and otherwise meets the qualifications of the vacant job, shall be awarded the job over a new hire based on working unit seniority and then Company seniority (within the bargaining unit).

6. Each month, the Company shall post (on the bulletin boards where job bid sheets are posted) a notice of all jobs awarded via requests for transfer and shall provide the Union with a copy (name, bargaining unit seniority date, location, job classification, date of award of job).

E. Reduction of Forces

In a reduction of forces employees will be displaced on the basis of Company seniority.

1. Employees with twenty-four (24) months or less Company seniority:

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a. Such employees shall be subject to direct layoff by classification and working location.

b. An employee who is declared surplus and who is subject to direct layoff shall be entitled to displace the least senior employee or fill a vacancy in a similar or lower level classification at his established working base or another working base within his working unit as defined in Article VII.B. Such employees shall not be permitted to bump into other working units.

c. In order to displace a less senior employee in his working unit, an employee must be qualified by previously holding the position or by passing a standard job knowledge or aptitude test and is otherwise qualified to perform the duties of the classification.

d. The bumping process shall be expedited so that the necessary rounds of bumping, if any, can be completed within a maximum of thirty (30) calendar days. Employees shall be afforded the opportunity to take qualifying job knowledge and aptitude tests during this period.

e. During a reduction in forces, affected employees who have exhausted their seniority rights for a full-time position, may fill a part-time Meter Reader vacancy or displace a part-time Meter Reader via the bump choice sheet. If converted to part-time Meter Reader, such employees will have recall rights, but no severance benefits, and if the employee subsequently terminates voluntarily, they will retain recall rights. The Company will determine which part-time Meter Reader is displaced at any requested location. Employees converted to part-time Meter Reader may not be displaced by another full-time employee. Employees working in part-time Meter Reader positions will be placed in the wage step closest to, but not greater than, their current rate of pay and will

be subject to the same working conditions as part-time Meter Readers.

f. In any event, employees who are declared surplus, who do not have sufficient seniority or qualifications to exercise their seniority rights as stated in this Section E.1., and/or have not transferred to a vacancy outside their working unit within thirty (30) calendar days after the implementation of the force reduction shall be laid off.

g. Recall of such employees shall be in accordance with Article VII, Section F, except that employees laid off under this Section E.1. would be permitted to decline jobs outside their former working unit without forfeiting their rights under Article VII, Sections F & G.

h. When the number of positions identified as surplus is the greater of either ten (10) positions or 3% of all of the bargaining unit employees in the working unit, then these provisions of Article VII.E.1. shall apply.

i. For the purposes of this Article VII.E.1., Customer Service geographical divisions shall be considered separate working units.

j. Apprentices who are subject to displacement, will be treated in the same manner as set forth in Article VII.E.2.c.

k. No position will be filled by promotion or transfer during a reduction of forces so long as there are surplus employees at the same or higher level with qualifications and seniority sufficient to fill such position.

2. Employees with more than twenty-four (24) months' Company seniority

a. In the event a reduction of forces is made in a classification at an established working base,

Article VII

employees with the least Company seniority in that classification at that base will be declared surplus. Employees declared surplus and those subsequently displaced, shall be entitled to displace the least senior employee or fill a vacancy in a similar or lower level classification at his established working base or another working base in the working unit provided he has Company seniority over the least senior employee in the classification at the designated working base and is qualified by previously holding the classification or by passing a standard job knowledge or aptitude test and is otherwise qualified to perform the duties of the classification. All entry-level classifications shall be considered to be similar for the purpose of displacements under this provision.

b. If a surplus or displaced employee does not have sufficient Company seniority and/or qualifications to displace an employee then occupying a similar or lower level classification within the employee's working unit, he shall be entitled to displace the least senior employee or fill a vacancy in an entry-level classification at an established working base in any other working unit provided he has Company seniority over the least senior employee in the classification at the designated working base and is qualified by previously holding the classification or by passing a standard job knowledge or aptitude test and is otherwise qualified for the position.

c. At the time of a reduction of forces at a working base, each journeyman classification as set forth in Exhibit D and the related 7th, 6th, and 5th step apprentices will be considered as one journeyman classification for the purpose of the reduction. Apprentices in the 4th step or lower will be considered as one classification for the purpose of the reduction.

d. Moving Expenses

(1) If there is a vacancy at another working base in the classification being reduced, the Company may request the employee being reduced or declared surplus to move to the vacant job. Such a request must be made in writing and confirm that it is being made under the provisions of this section of the Agreement. If the employee elects to move at the request of the Company, all moving expenses will be paid by the Company as stated in Article XIV.F.3. In addition the employee will receive \$1,000.

(2) If a surplus or displaced employee elects to, and is successful in ultimately filling a vacancy in lieu of displacing another employee, all moving expenses will be paid by the Company as stated in Article XIV.F.3., and the employee will receive \$1,000, when the following conditions are met:

a) The employee's new permanent work base must be twenty (20) miles or more from the employee's old permanent work base;

b) The employee's new residence is closer to the new work location than his present residence;

c) The employee's commuting time to the new work location from his new residence is less than the commuting time to the new work location from his old residence; and

d) The employee must move within one year from the effective date of the transfer to qualify for moving expenses under this provision.

e. Preferential Bid Rights

Preferential bid rights do not apply to classifications in Exhibit C or to entry-level classifications.

(1) A reduced employee working in a lower classification will have a preferential bid right based upon Company seniority to an opening in his original

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classification at his original work base. He will also have a preferential bid right to an opening in his original classification at the new work base to which he bumped, if it is within his original division.

(2) An employee who is bumped from his original work base and maintains his original classification will have a preferential bid right to an opening in his original classification at his original work base.

(3) It is understood that in exercising preferential bid rights, an employee will return to the point of progression that he had reached at the time of his reduction.

(4) An employee with preferential bid rights, who bumps out of his working unit may use his Company seniority to bid back into his original working unit.

(5) Any employee who bumps out of his working unit may also use his Company seniority to compete with others on a request for transfer to an entering level job back in his original working unit.

(6) The employee may make known his desire to be considered for job vacancies in his original working unit by submitting specific or blanket requests for transfer.

f. Loss of Preferential Bid Rights

An employee will lose his preferential bid rights to:

(1) A work location to which he holds a preferential right if he refuses to exercise his bid right when a vacancy occurs in his original classification at that location;

(2) The new work base to which he bumped if he voluntarily leaves that location;

(3) To both locations if he is successful in getting back to his original, or a higher, classification at his original work base.

(4) Failure of an employee to accept a requested transfer will cancel the employee's preferential rights described in Paragraph 2.e. above.

g. Freeze on Bid/Transfer Procedure

No position will be filled by promotion or transfer during a reduction of forces so long as there are surplus employees at the same or higher level with qualifications and seniority sufficient to fill such position.

h. Layoff

In the event employees do not have sufficient seniority or qualifications to exercise their seniority rights as stated in this Section E, they will be laid off.

i. Paper Procedure

A major portion of the reduction of forces will be completed through a paper process before any physical move is made. Employees will be given two (2) consecutive weekends from the time they receive notice of reduction or bump before they will be required to submit bump choices. Employees will be required to make three (3) choices per round. The Union Office will be provided with a list of the results of each round.

j. Red Circle Provisions

(1) If under this Section E an employee is reduced to a lower paying job classification, the employee will be "red circled" at his/her "pre-force reduction" rate of pay until one of the following occurs: 1) the rate of pay for the employee's current job classification is equal to or greater than the "red circle" rate of pay or, 2) the "red circled" employee declines to accept assignment

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as set forth in j.(2) below. Should either 1) or 2) occur, the employee will assume the rate of pay of his/her current job classification.

(2)(a) In the event a job vacancy occurs for which there are no qualified job bidders or transfers, any employee currently "red circled" in the vacant classification who was reduced from a work base within a 35-mile radius* of the vacant position may be offered assignment to the vacancy. Such employees will be offered the vacant position based on working unit seniority, beginning with the junior employee.

(b) In the event a "red circled" employee is reduced to another working unit, the employee must file a valid transfer request back to his/her "pre-force reduction" working unit for all vacancies in his/her original job classification within a 35-mile radius* of the employee's "pre-force reduction" work location.

(c) If a "red circled" employee fails to accept the first job vacancy properly offered under j.(2)(a) or (b) above, the employee will assume the rate of pay of the current job classification.

(3) If an employee is force reduced into a new working unit, and if the former working unit or former job classification in that working unit no longer exists, the employee will be credited with his/her former working unit seniority after accumulating two years in the new working unit. (Applies to force reductions occurring on or after February 1, 1988)

k. In the event of an involuntary layoff, the Company will pay a severance of three (3) weeks pay

* For Transmission/Substation and PAMM only, job vacancies in the "basin" will be offered in accordance with the 35-mile assignability rule Letter of Understanding.

to laid-off employees with zero (0) to three (3) years of service and one (1) additional week for each additional full year of service to a maximum of 26 weeks of pay.

The Company will also provide health care coverage for a minimum term of one (1) month to laid-off employees with less than five (5) years of service and three (3) months of coverage for employees with five (5) years or more service. In addition, the employee will be eligible for up to 18 months of COBRA coverage.

If an employee elects the above severance and medical coverage, the employee will not have recall or rehire rights.

I. During a reduction in forces, affected employees who have exhausted their seniority rights for a full-time position, may fill a part-time Meter Reader vacancy or displace a part-time Meter Reader via the bump choice sheet. If converted to part-time Meter Reader, such employees will have recall rights, but no severance benefits, and if the employee subsequently terminates voluntarily, they will retain recall rights. The Company will determine which part-time Meter Reader is displaced at any requested location. Employees converted to part-time Meter Reader may not be displaced by another full-time employee. Employees working in part-time Meter Reader positions will be placed in the wage step closest to, but not greater than, their current rate of pay and will be subject to the same working conditions as part-time Meter Readers.

Article VII

3. Relocation of Work Bases

In the event of a relocation of a work base, the Company reserves the right to transfer employees to the new working location without invoking the provisions of Article VII, Section E, providing the new work location is within sixteen (16) road miles of the original work base location. If a work base location is moved more than once in a five (5) year period, the provisions of this Article VII.E.2. would be applicable for the second move.

4. Temporary Curtailment

In the event of a temporary curtailment in any working unit, the Company reserves the right to temporarily transfer employees to other units to do such work as may be available and suitable to their skill and experience, provided that no employee of longer Company seniority may be displaced by an employee so transferred who has less Company seniority.

5. In the event that a reduction of forces is necessary but cannot be implemented under the provisions of Article VII.E.1. or VII.E.3., the reduction shall be implemented under the provisions of Article VII.E.2.

Additional reference Appendix i

F. Reemployment shall be in reverse order of layoff, *i.e.*, the last employee laid off shall be the first reemployed. The Company shall notify former employees who were laid off in writing by registered mail addressed to the last address of record to report back to work when jobs are available. If such a former employee does not report within ten (10) days (Saturdays, Sundays, and holidays excluded) after the sending of such notice, he shall lose his seniority, except that if the failure to so report is due to

substantiated illness, injury, or some cause beyond his control, the former employee shall be put back to work when he is able to report, provided he notifies the Company within such ten (10) day period the approximate date when he will be able to return and there is on such date an available job for which he is eligible by reason of qualifications and seniority.

It is the responsibility of the employee to see that the Company is advised of his current mailing address.

All former employees so reemployed must pass a physical examination and upon reemployment shall receive the prevailing rate of pay for the classification in which they are reemployed.

G. Except as otherwise provided herein, seniority shall be lost if an employee: (1) quits; (2) is discharged for cause; (3) fails to return to work within ten (10) days after being notified to report for work, except when such failure is due to substantiated illness, injury, or similar cause beyond his control and he has so notified the Company within the ten (10) day period; or (4) is laid off for more than twenty-four (24) consecutive months. However, if his seniority exceeds five (5) years, he shall not lose his seniority until he has been laid off for more than a continuous period of thirty-six (36) months. Seniority shall not accumulate during any such layoff.

H. Company and working unit seniority shall accumulate for New Normal and Regular Employees during any absence due to illness or injury, so long as the employee continues to receive Comprehensive Disability Plan benefits, and the employee shall be returned, if qualified, to his former job or to a similar position at the then current rate.

I. Employees who are transferred to supervisory or non-supervisory positions outside of the bargaining

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unit shall accumulate working unit seniority while occupying such supervisory or non-supervisory positions. If they are transferred to classifications within the bargaining unit, they may elect to be assigned, if qualified, to the classification in the working unit they formerly held:

1. In the working location where they are employed;
or

2. In any other location within the working unit, provided there is a job vacancy.

Such transfers shall be with accumulated seniority and all the terms and provisions of this Agreement shall apply while they are assigned to any job classification in the bargaining unit. Such transfers into the bargaining unit will be effected without the necessity of posting job vacancies. A job award, however, will be posted at the time the assignment is made.

For purposes of a reduction in forces, employees who have been outside of the bargaining unit for two (2) years or more and who are returned to the bargaining unit under this provision may not use Company seniority accrued while outside of the bargaining unit for a period of two (2) years.

J. Employees who are transferred to temporary positions outside of the working unit shall accumulate working unit seniority in their regular working unit while occupying such temporary positions. In the event any of the aforementioned employees are returned to classifications within the working unit, they shall be assigned, if qualified, the classification in the working unit they formerly held, with their accumulated seniority; and all of the terms and provisions of this Agreement shall apply to them while they are assigned to any job classification in the working unit.

K.1. Except as provided in paragraph 2 below a temporary position shall be construed to mean any position or assignment which is not expected to continue more than ninety (90) day; however, if it is necessary, such time may be extended with the approval of the parties hereto.

2. In the case of temporary employees, they may be employed for up to nine (9) months and in the case of temporary upgrades, employees may be assigned an upgrade for up to nine (9) months. However, if it is necessary, such time may be extended with the approval of the parties hereto.

The following will apply to temporary employees who have been terminated and are hired as new normal employees:

a. If an employee is hired full time within one year from the conclusion of his last temporary employment period, his seniority will be adjusted to include all temporary employment periods retroactively for one year from the in-service date as a full-time employee.

b. For an employee whose rehire date is more than one year from the date his last temporary employment is terminated, his seniority will not be adjusted.

Additional reference Appendix i

L. As soon as practicable after the execution of this Agreement, but not later than ninety (90) days thereafter, and each year thereafter, the Company shall furnish the Union with lists showing the Company and working unit seniority of each employee in the units covered by this Agreement. The Company will also post said seniority lists on all Company bulletin boards. Any protest in seniority lists must be made within sixty (60) days from date such lists are furnished the Union or said lists will stand as corrected for the duration of the Agreement.

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Article VIII

WAIVERS

The waiver of any breach or condition of this Agreement by either party does not constitute a precedent for any further waiver of such breach or condition.

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Article IX

**WORKING HOURS, OVERTIME,
HOLIDAYS AND SAFETY**

A. 1. Forty (40) hours shall constitute a regular week's work. A regular week's work shall be performed on five (5) consecutive days which shall be normally Monday to Friday, inclusive, except that regularly scheduled shifts may be instituted to such extent and at such hours as may be required in the Company operations and it is understood that such regularly scheduled shifts may be instituted regardless of the special departmental provisions of this Agreement; except that:

a. Where employees so request, the Company may permit such employees to work more than five (5) consecutive days without overtime pay for the purpose of accumulating their days off, if the same be back-to-back work weeks.

b. The five (5) work days need not be consecutive if the sequence of work days be interrupted by regular shift rotation or by shift changes mutually agreed upon by employees for their convenience.

2. When an employee is scheduled for a regular days-off period of four (4) days and when such employee has five (5) approved vacation days connected to the four (4) days-off period, such scheduled days-off period shall not be changed. For the purpose of this provision, any combination of holidays and vacation days totaling five (5) will be considered the equivalent of five (5) vacation days.

3. No more than 20% of the work performed by Meter Readers, as measured on an annual basis, may be done by part-time Meter Readers. If the Company exceeds this 20% at year end, then the amount of work which may be done by part-time Meter Readers

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in the following year will be reduced by 2% for each 1% above the 20% maximum level, returning to the 20% work level the next following year. A part-time Meter Reader may not work any longer than 1,456 hours in a calendar year.

Additional reference Appendix i and ii

B. For the purpose of this Agreement, Testboardmen, Substation, Hydro Plant, Steam Plant, and Diesel Plant Operators, Station Attendants and Systems Communication Technicians working on a rotating shift basis shall be known as "shift employees."

The schedules for employees on rotating shifts shall be so arranged as to provide that each employee works approximately the same number each of the shifts worked.

Additional reference Appendix ii

C. For shift employees eight (8) consecutive hours shall constitute a regular day's work; their meals to be eaten on Company time. For employees other than shift employees, eight (8) hours constitute the regular day's work which hours shall be consecutive except for time out for meals. Shift changes or regular working schedules shall not be changed solely for the purpose of avoiding overtime payments.

1. Shift employees who are assigned to school classroom training will assume a day shift schedule including a non-paid lunch period.

2. In the Transportation Services Department, employees on fixed shifts (swing or graveyard) may be changed to day shift, with a minimum of 72 hours' notice, for school classroom training, and up to ten (10) days per year for special project assignments.

Such assignments shall be for five (5) consecutive days or less.

Employees assigned pursuant to this section shall not receive overtime compensation for the eight (8) hours worked on the day shift, but shall receive the shift differential applicable to their normal shift.

D. The regular working schedules shall be made up and posted on the Company bulletin boards two (2) weeks in advance of their effective date. While part-time Meter Readers will generally be placed on a regular work schedule, the Company reserves the right to work them on an on-call basis on normal time.

E. The following shall be the basis for payment of the rate of time and one-half the straight time hourly rate of pay for the employees affected, except as provided in Sections F and G of this Article IX:

1. Hours worked in excess of eight (8) in a single day;

2. Hours worked before or after scheduled shift hours;

3. The first work day on a new schedule after transfer from one schedule of working days to another without notification of such transfer at least twenty-four (24) hours in advance of the starting time of the new schedule;

4. The first shift after transfer from one eight (8) hour working shift to another without notification of such transfer at least twenty-four (24) hours in advance of the starting time of the new shift; except when employee's shift is transferred to graveyard shift with less than eight (8) hours notice in advance of the starting time of the new shift, the first shift after such transfer shall be paid at the rate of two times the straight time hourly rate of pay for the employee affected;

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5. Required to work more than one (1) short change in a seven (7) day period. A short change which occurs more than seven (7) days beyond the first short change establishes the beginning of a new seven (7) day period and will not be paid at the premium rate except that if a short change is worked on the seventh day, a short change worked on the eighth day will be paid at the rate of time and one-half the straight time hourly rate. A short change is defined as a transfer from one schedule of working days to another with but eight (8) hours off between shifts;

6. Hours worked on scheduled days off;

7. The overtime rate of time and one-half for hours actually worked is the maximum which may be received under the foregoing provisions of this Section E, even though there may be two or more bases for applying the time and one-half rate to such hours;

8. No overtime compensation shall be paid for any hours worked on a second shift in any twenty-four (24) hour period, which hours are worked as a result of the regular shift rotation or which hours are worked as a result of shift changes or changes in days off mutually agreed upon by employees for their convenience. Any changes in days off must be in the same work week.

F. 1. Employees, except part-time Meter Readers, who are called (other than for prearranged work) outside of their regularly scheduled working hours shall be paid at the double time rate for all hours worked and for travel time in connection therewith except as provided elsewhere in this Section F. The minimum time, including travel time, for which overtime compensation shall be paid under the provisions of this Section shall be two (2) hours at the overtime rate. For the purposes of this Section, additional calls received within the two (2) hour minimum period shall

not establish consecutive minimum periods of double time.

For purposes of this Section employees who are called within two (2) hours immediately preceding their regular scheduled working hours shall be entitled to no more than a minimum of two (2) hours at the double time rate for any time worked within said two (2) hour period. Should the two (2) hour minimum overlap into an employee's regularly scheduled work hours the straight time pay for the regularly scheduled hours shall commence after the close of the two (2) hour minimum period.

Call-out time under this Section shall be computed from the time the call is received when the employee is required to report immediately. Employees called out but not required to report immediately shall receive pay from the time the employee begins to travel in order to report at the required time. Shift employees called within forty-five (45) minutes of the time required to report for work shall be considered to be required to report immediately and shall be paid from the time the call is received.

When employees are working overtime as the result of being called out to perform emergency work, and when such emergency work immediately precedes and extends into the starting time of prearranged overtime, the following shall apply:

a. As long as such emergency work continues they shall be paid the double time rate of pay;

b. If and when the emergency work is completed and such employees start working on the prearranged overtime work, they shall be paid the rate of pay applicable to prearranged work.

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2. Employees who are required to work outside of their regular scheduled working hours on a prearranged basis shall be paid at the time and one-half rate for hours worked.

If the employee does not continue to work into his regular work day or if the time worked is not a continuation of his regular work day, the minimum time for which overtime compensation shall be paid under the provisions of this Section shall be two (2) hours at the applicable overtime rate.

When scheduled overtime, other than an extension of the regular work day (before or after), is cancelled less than eight (8) hours prior to the time the scheduled overtime was to start, the employee shall receive two (2) hours' pay at the applicable overtime rate.

3. When time worked under the provisions of this Section fulfills the requirements of Section G of this Article IX, the double time rate will be applied instead of the rate of time and one-half.

G. 1. Employees who, as the result of a call out, work on a job during a days-off period, or which extends into a days-off period, and who are notified while at work on such job to report back for work at a later time during the same days-off period, shall be paid at the double time rate for such time worked on this second assignment. Such assignment, however, is not considered a call out and travel time provisions pertaining to a call out are not applicable but the meal provisions for call outs will apply.

2. Employees shall be paid at the double time rate of pay for all time worked in excess of twelve (12) consecutive hours. Employees who, under the provisions of this clause, would be entitled to pay at the double time rate will not have such right nullified

by an interruption of continuous work time of six (6) hours or less. (Any break in continuous work time of more than six (6) hours will be considered to be an interruption of continuous work time.)

Under the provisions of this Section G.2., the employees may be sent home for a specified break (it is understood that employees on any such break may be called back to work) and shall not lose any normal time pay for the regular time which they are required to lose by reason of such break. Meal periods will not be considered as an interruption of continuous work time and will not be considered as work time except when paid for by the Company. The meal period which occurs during employees' regular work hours will be included in the computation of the break period.

3. Employees who work on a job during the first day off of a days-off period and who are notified while at work on such a job to report back for work on the second day off, shall be paid at the double time rate for such time worked on this second day off. Such assignments, however, are not considered call outs and travel time provisions pertaining to a call out are not applicable, but the meal provisions for call outs will apply.

4. Employees who work during a non-workdays period (starting at the end of their regular work hours prior to their first day off and continuing until the start of their regular work hours on their first day back) shall receive the double time rate of pay for time worked in excess of eight (8) hours. The double time rate shall remain in effect for all hours worked during the remainder of the days off period, except that, for pre-arranged overtime work on a subsequent day off, the rate of time and one-half will apply if such work is preceded by a minimum of twelve (12) hours off.

Article IX

5. The double time rate is the maximum which may be received under these provisions, even though there may be two or more bases for applying the double time rate.

H. Employees reporting for work on normal scheduled working days will not have pay deducted because of weather conditions when the Superintendent directs that no field work be undertaken. However, it is understood that such employees may be held at headquarters pending trouble calls, or may be employed in other miscellaneous work at headquarters.

The provisions of this Section shall apply only on the employee's regular scheduled work days, except that in those divisions and areas where the extended work week is temporarily in effect, the provisions of this Section shall also apply on the sixth (6th) day.

Seasonal or casual employees on an hourly or daily basis, ordered to report for work, will be credited with at least two (2) hours pay if weather conditions are so unfavorable that the Superintendent directs no work be attempted. Two (2) hours at overtime rates shall apply on non-work days.

I. Overtime shall be divided as equally as practicable among those qualified and available for the work in each classification. Employees shall not be required to take equivalent time off during any regular scheduled work week to compensate for overtime previously worked or to be worked within that work week. Overtime records will be maintained in two separate categories, *via.*, emergency (call out) or planned (prearranged) work, except in the case of "shift employees" where only one list will be maintained and in those Departments, Divisions or districts where the parties agree that one list will be used. In districts where the use of one list is

determined by a vote of the majority of employees, such employees shall have the option to re-vote annually if they so choose. Overtime totals will be carried on a cumulative or "evergreen" basis and records shall be readily available.

When an available and qualified employee is not assigned an overtime assignment to which he is entitled by the provisions of the Agreement, the employee will be reimbursed for the overtime compensation loss he suffered if the overtime was improperly assigned to an employee in another classification or to an employee from another Evergreen overtime list (excluding planned versus emergency lists) thereby making it impossible for the normal application of the Evergreen provisions to provide future opportunities for the employee to make up the overtime lost.

Additional reference Appendix i and ii

J. When conditions of the work require, employees may be temporarily assigned to or employed for work on shifts other than their normal shifts for a particular job at straight time rates for eight (8) hour periods other than specified, provided the assignment shall continue for at least eight (8) consecutive days. Special shifts for a shorter period than eight (8) consecutive days shall be subject to the overtime rules. For employees under such conditions, eight (8) consecutive hours shall constitute a regular day's work, their meals to be eaten on Company time. No work shall be performed under these conditions which can reasonably be done during regular working hours with due regard for the requirement of public service.

K. 1. The following holidays are observed by the Company:

New Year's Day	(January 1)
Washington's Birthday	(3rd Monday in February)

Article IX

Memorial Day	(Last Monday in May)
Independence Day	(July 4)
Labor Day	(1st Monday in September)
Columbus Day	(2nd Monday in October)
Veterans Day	(November 11)
Thanksgiving Day	(4th Thursday in November)
Thanksgiving Friday	(The day after Thanksgiving)
Christmas Day	(December 25)

a. (1) In addition to the above holidays, each employee shall be eligible for one (1) additional holiday which shall be selected by the employee from the following five (5) days:

Martin Luther King Day	(3rd Monday in January)
Easter	
Cesar Chavez Day	(April 23)
Christmas Eve	(December 24)
New Year's Eve	(December 31)

Employees must designate which holiday they elect to take on or before January 1 of each year. New hires or transfers into the bargaining unit will have thirty (30) days in which to make their designation for that calendar year.

Employees may not be denied, nor required to work on, the personal holiday which they select, except rotating shift operators may be required to work if necessary to man the shift. In the event more than $\frac{3}{4}$ of the employees in a classification at work location elect to observe the same personal holiday (on the same day), supervision may have the least senior employee(s) in the classification select a different personal holiday, provided they notify the affected employees by January 10. The affected employees must make their selection of their alternate holiday on or before January 31 of each year, except in the case of a new employee (new hire, job bidder or transferee). In the case of new employees who must

select an alternate holiday, the selection must be made within 30 days or less of their arrival.

(2) In addition to the aforementioned holidays, a new normal employee with less than six months service shall be eligible for one (1) floating holiday and a regular employee with six months or more of service shall be eligible for two (2) floating holidays. The granting of such request shall be governed by Article XI, Section H. An employee is entitled to take a floating holiday as a birthday holiday, if he so elects, provided he schedules it at the time he schedules his vacation.

b. When any of the aforementioned holidays falls on an employee's second day off in the work week or on another holiday, the following regularly scheduled work day shall be observed as the holiday.

c. When any of the aforementioned holidays falls on an employee's first day off in the work week, the previous regularly scheduled work day shall be observed as the holiday.

d. When a holiday occurs while employees are assigned to a temporary base, if the majority of employees on a crew elect, with the approval of supervision, the crew may work the holiday at the double time rate of pay.

2. An employee on a monthly rate of pay who is required to work on the day which he is scheduled to observe as the holiday shall be paid eight (8) hours pay at his straight time hourly rate, plus the double time hourly rate for each hour actually worked on such a day.

3. An employee on a monthly rate of pay who does not work on the day which he is scheduled to observe as the holiday shall be paid eight (8) hours pay at his straight time hourly rate.

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4. An employee on a daily or hourly rate of pay who is required to work on a holiday shall be paid at the double time hourly rate of pay for all hours worked on such holidays. Such employees are not entitled to pay for holidays not worked.

5. If a shift employee works on an observed holiday on a regularly scheduled shift, he may, in lieu of receiving the double time hourly rate for each eight (8) hour shift actually worked, elect to have equivalent time off added to his vacation and work the holiday shift at straight time.

a. An employee must notify his supervisor on or before December 31 of his desire to exercise this provision during the following year.

6. If a non-shift employee working a rotating days off schedule is scheduled to work on an observed holiday on a regularly scheduled shift, he may in lieu of receiving the double time rate for each eight (8) hour shift actually worked, elect at the time to have equivalent time off added to his vacation and work the holiday at straight time.

a. Only those employees as determined by supervision to be required for operation and maintenance will be scheduled to work on an observed holiday.

7. An employee may not exercise this provision in those years in which he receives added vacation under the provisions of Article XI.B.4.

8. Holidays added to vacations will be treated in accordance with applicable provisions of Article XI. They may be taken at any time during the calendar year before or after the holiday occurs in accordance with Article XI, Section H.

L. Employees shall not be required to be on call, provided, however, that an employee may volunteer to be available for duty in case of emergency.

M. If the Company changes or modifies working schedules in a manner which the Union considers arbitrary or unnecessary, the decision of the Company shall stand, but the matter may be submitted to the grievance procedure and to final and binding arbitration as provided for in this Agreement.

N. 1. Only journeymen electrical workers or 3rd year apprentices (under continuous supervision or instruction of a journeyman electrical worker) shall be assigned to work on lines or equipment energized in excess of 600 volts.

2. The Company shall make reasonable provisions for the safety of employees in the performance of their work. The Union shall cooperate in promoting the realization of the responsibility of the individual with regard to the prevention of accidents.

3. The Company reserves the right to draft reasonable safety rules for employees and to insist on the observance of such rules. The Union's Safety Committee may submit suggestions to the Company concerning the revision and enforcement of safety rules.

O. There shall be a minimum of two (2) men (one (1) of whom shall be a journeyman) on all transmission patrols, except one (1) journeyman or one (1) Utility Lineman/Splicer can be utilized on routine transmission patrols during regular working hours.

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Article X

LEAVES OF ABSENCE

A. Time off without pay for any period of thirty (30) consecutive days or less may be granted any employee upon a written or oral application addressed to the employee's supervisor showing good and sufficient reason for such request. This shall not be construed as a "leave of absence without pay" as that term is used in this Agreement. A "leave of absence without pay" is defined as any period of authorized absence from service in excess of thirty (30) consecutive days.

B. A "leave of absence without pay" not to exceed a period of six (6) months except as provided in Paragraph A and D, Article X, may be granted to an employee after three (3) years of active and continuous service with the Company as this service is defined in Article XI, Section E, hereof, upon written request, addressed to his supervisor showing good and sufficient reason therefore.

C. An employee with five (5) or more years of active and continuous service with the Company may be given an extension of a leave of absence upon written request addressed to his supervisor showing good and sufficient reason therefor, but in no event shall an extension be granted for a period which extends the total leave of absence and any extension thereof beyond a period of one (1) year, except as provided in Section D of this Article X.

D. An employee's election or appointment to accept full-time positions with the Local Union shall be considered good and sufficient reason for obtaining a leave of absence without pay upon written request from the Business Manager of the Local Union to the Vice President of Labor Relations for a period not to exceed three (3) years, it being understood that not

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more than five (5) employees at one time will be granted a leave of absence without pay to accept such full-time positions with the Union, and that such employees shall have completed at least three (3) consecutive years of active and continuous service with the Company. Employees granted leaves under this Section D shall continue to accrue working unit seniority while on such leaves.

Additional reference Appendix ii

E. The Company shall require each employee taking a leave of absence without pay to submit to a medical examination at the beginning of his leave of absence; and before reinstatement the employee must, by another medical examination, establish the fact that his physical condition has not changed for the worse during his leave of absence, and that he is qualified mentally and physically to resume his duties. Upon return from an authorized leave of absence without pay, an employee shall be reinstated to his former job classification at the current rate of pay of that classification with the seniority he had accumulated to the date he took such leave, provided he is physically and mentally competent to perform the duties of such classification, and his seniority standing under the provisions of Article VII of this Agreement entitles him to reinstatement to his former job classification.

F. Any employee who accepts gainful occupation (except as set forth in Section D of this Article) while on leave of absence without pay for any period of time automatically terminates his employment, except that, upon approval, part-time employment while on leave as a full-time student studying a subject relative to the Company's operations shall be permitted.

G. Officers and a reasonable number of representatives of the Union who are employees of the Company and employees who have been selected by the Union as its representatives shall be granted time off without pay not to exceed thirty (30) consecutive days to take care of Union business, provided that reasonable notice is given the Company.

H. Any employee on leave of absence is entitled to no rights, privileges or benefits under the terms and provisions of this Agreement except the right to be reinstated to his former classification at the current rate of pay at the time he returns from his leave of absence, provided he is mentally and physically capable of performing the duties of such classification.

I. Any employee of the Company covered by this Agreement who enters the armed services, under the Selective Service Program, or any other authority now or hereafter established by the Federal or State Government, shall automatically be given a leave of absence and shall accumulate full seniority rights.

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Article XI
VACATIONS

A. Each employee who has been in continuous and active service with the Company as hereinafter defined in Section E of this Article XI shall accumulate vacation credit in accordance with the following schedule:

Completed Yrs. of Continuous & Active Service	Number of Vacation Days
1-4	10
5	11
6	13
7-11	15
12	16
13	17
14	18
15	19
16-20	20
21	21
22	22
23	23
24	24
25	25
26	26
27-29	27
30-31	28
32 and over	30

B. 1. An employee may take his vacation any time during the calendar year in which such vacation credit is established provided he has completed six (6) months of active and continuous service.

2. The Company may, due to operating conditions, rearrange vacation schedules. In no event shall an employee be deprived of his vacation due to operating conditions.

Article XI

3. An employee must use any vacation credit to which he is entitled during the calendar year in which such vacation credit is established except as provided in this Article XI.B.4.

4. Vacation Banking

An employee may annually elect to bank vacation subject to the terms of one of the following paragraphs, a., b., c., or d.

a. An employee who earns two (2) weeks or more vacation per year may defer from one (1) to five (5) days of his vacation and add it to his vacation in the next following year.

b. An employee who earns three (3) weeks or more vacation per year may defer from one (1) to ten (10) days of his vacation and add it to his vacation in the next following year.

c. An employee who earns four (4) weeks or more vacation per year may defer from one (1) to fifteen (15) days of his vacation and add it to his vacation in the next following year.

d. An employee who earns five (5) weeks or more vacation per year may defer from one (1) to twenty (20) days of his vacation and add it to his vacation in the next following year.

C. Leaves of absence shall not affect the adjusted in-service date for vacation purposes. Such absences shall, however, reduce on a pro rata basis the employee's vacation entitlement in the calendar year of the absence.

D. Vacation pay will be credited at the straight-time hourly rate of pay the employee is receiving in his permanent job classification at the time he starts his vacation leave.

E. The expression "continuous and active service with the Company" when used in this Agreement as a condition for qualification for vacations with pay as provided in this Article XI or leaves of absence as provided in Article X of this Agreement, shall mean continuous employment by the Southern California Edison Company, or any predecessor thereof. In computing an employee's period of continuous and active service with the Company for purposes of determining leaves of absence rights, the time off during any leave of absence without pay shall be deducted from the total length of his employment with the Company or any of its predecessors. However, in computing an employee's period of continuous and active service for purposes of determining vacation rights, any previous period of regular employment with the Company shall be included after a reemployment period of one (1) year. Time off as a result of an illness or injury during which the employee continues to receive Comprehensive Disability Plan benefits shall be considered as "continuous and active service with the Company."

F. If an employee has been credited with a vacation and has not taken same prior to terminating his employment with the Company, whether by quitting, discharge, military leave, layoff or retirement, he shall receive such vacation pay in lieu of vacation time off on the last day of employment with the Company.

G. When one of such holidays is observed, as provided in Article IX, Section K, during the period of an employee's vacation, such day shall be considered as a holiday and paid for as such, and that day will not be counted as a vacation day.

H. The time of taking a vacation shall be arranged by the Company after consulting with the employee as to his preference. The number of employees who will

Article XI

be permitted to take vacations simultaneously will be determined by the Company.

1. In the event an employee cannot take his vacation in the year it is scheduled because of illness, accident or jury duty, such vacation shall be taken within the first three (3) months of the employee's return to work. Such rescheduled vacation shall not exceed one (1) year's vacation entitlement.

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Article XII

WAGES

A. Attached hereto and marked Exhibit A is a list of the job classifications covered by this Agreement and the straight time monthly rate of pay which shall be effective for each job classification during the term of this Agreement, except as hereinafter provided in Article XVI.

Additional reference Appendix ii

B. 1. Each employee shall be assigned to his appropriate job classification and shall receive the rate of pay of that classification when performing the duties thereof, except that when an employee is temporarily assigned to work in a higher rated job classification, he shall receive at least the minimum rate of pay for that higher rated classification as set forth in Exhibit A for such higher rated classification if it is greater than his regular wage rate for all time worked at the upgraded rate.

2. If an employee is temporarily assigned to perform work of a lower rated job classification, his rate of pay shall not be changed. Such temporary assignments of work shall be made at the discretion of the Company. If an employee's job classification is changed, he will receive written notice of such change of status and the effective date thereof.

3. When an available and qualified employee is not assigned an upgrade to which he is entitled by the provisions of the Agreement, the employee will be reimbursed for the compensation loss he suffered as a result of not being assigned only if the upgrade was improperly assigned to another employee.

4. When a paid holiday occurs during a period of temporary assignment of an employee to a higher job classification, such employee shall be paid for such

Article XII

holiday at the rate applicable to the higher job classification. If such holiday occurs on the day immediately preceding the first day actually worked in the higher job classification or upon the day immediately following the last day actually worked in the higher job classification, such employee shall be paid for such holiday at the rate applicable to his permanent job classification at the time of his temporary assignment.

5. In accordance with the above, when a Meter Reader is temporarily assigned to work in the Field Service Representative II job classification, he shall receive the minimum rate of pay for the classification to which he is assigned or the rate for the next higher step in the classification if he is presently at or above the minimum rate for said higher classification.

6. When two or more Automotive Mechanics, Carpenters, Communication Technicians, District Polyphase Testmen, Electrical Apparatus Technicians, Maintenance Mechanics, Painters, or Rough Carpenters receiving the same rate of pay are working together on a job and one of such employees is assigned the responsibility of the job, he shall receive a differential of \$1.32 per hour.

Leadman Pay	
1-1-2006	\$1.40
1-1-2007	\$1.40
1-1-2008	TBD

7. When two or more Automotive Servicemen, Boiler & Condenser Mechanics, Electrical Repairmen, Electricians, General Heavy Equipment Operators, Linemen/Splicers, Machinists, Senior Cable Splicers, Substation Cable Splicers, Transmission Cable Splicers, or Welders (except CFF Welders) are assigned by the Foreman to work together on a job which the Foreman has determined requires

supervision which he cannot effectively provide, one of such employees shall be assigned the responsibility of the job and shall receive a differential of \$1.32 per hour. Past practice with regard to upgrades to Foreman and Leadman will not be changed.

8. When an employee is assigned the responsibility for the material prefabrication activity in the Distribution Business Unit, he shall receive a rate of pay no less than that of a 5th Step Apprentice Lineman/Splicer.

9. When an employee is assigned the responsibility for the prefabrication activity in the Distribution Business Unit, and in connection therewith directs the work of two (2) or more employees he shall receive a rate of pay no less than that of a 6th Step Apprentice Lineman/Splicer. There shall be no upgrade when an employee is receiving total wages (from all sources) equal to or greater than that of a 6th Step Apprentice Lineman/Splicer.

10. When a temporary vacancy occurs in the classification of Field Service Representative I for more than one (1) day, the senior qualified available Field Service Representative II will be upgraded to Field Service Representative I.

11. When a temporary vacancy occurs in the classification of Meter Reader I for more than one (1) day, the senior qualified available Meter Reader II will be upgraded to Meter Reader I.

C. Upgrades to Foreman — General Policy

During the absence from the job of a Foreman due to days off, vacation, sickness, or similar reasons, the next ranking employee in the crew with the ability and qualifications shall be upgraded to such position and receive minimum pay therefor; except where relief for such Foreman is provided in the next ranking employee's rate.

Article XII

1. Upgrade Assignments of One Day or Less (Distribution Business Unit or Transmission/ Substation)

When a Foreman in the Distribution Business Unit or Transmission/Substation Division is expected to be absent from the job one (1) day or less due to days off, vacation, sickness, or similar reasons, the senior available journeyman on the crew with the ability and qualifications shall be upgraded to such position. All upgrades will receive the minimum pay therefor in accordance with Section B of this Article XII except where relief for such Foreman is provided in the next ranking employee's rate.

2. Upgrades of More Than One (1) Day

a. (Patrol Crews, Light Insulator Washer Crews, Road and Right of Way Crews)

When a Foreman on a Patrol Crew or Light Insulator Washer Crew is expected to be absent from the Crew more than one (1) day, the senior available journeyman with the ability and qualifications shall be upgraded to such position. When a Supervisor on a Road and Right of Way Crew is absent, the Heavy Equipment Operator on the crew with the ability and qualifications shall be upgraded to such position.

b. For Crews Using the Shadow System

The shadow system uses a designated person (not necessarily the senior qualified person on the crew) to relieve a specific foreman by name when that foreman is expected to be absent for more than one (1) day.

1) Shadow Crews

Distribution Business Unit or Transmission/
Substation Division Crews, except those covered in a.
above.

Included are: CFF Cable Crews, Electrical Crews, T/S Line Crews (Heavy Insulator Washer), Maintenance Crews (Heavy Insulator Washer), Light Construction Crews, and Underground Crews.

2) Shadow Procedure

The senior journeymen, Senior Patrolmen, or Electrical Crew Foremen with the ability and qualifications at the established base equal in number to the crews covered in this paragraph at such base will be assigned as a shadow for relief purposes on the basis of one such shadow to relieve each Foreman by name.

In the absence of such Foreman for more than one (1) day the designated shadow will receive the upgrade. Where said shadow is not available for more than one (1) day and an assigned Subforeman or unassigned Foreman is not available, the senior journeyman available with ability and qualifications will receive the upgrade.

3. Temporary Base Assignments

When any of the Crews referred to in Article XII.C.2. are working at a temporary base, the senior qualified journeyman on the Crew will be upgraded in the absence of the Foreman.

Additional reference Appendix i

D. 1. No employee who is compelled to do jury duty shall lose any pay for the regular work time which he is compelled to lose by reason of said jury duty. An employee assigned to a swing or graveyard shift who is required to report for jury duty for two (2) or more consecutive days will be rescheduled to a day shift for the duration of the jury assignment. An employee assigned to work other than a regular five (5) day work schedule (Monday-Friday) who is required to report for jury duty for two (2) or more consecutive

Article XII

days will be rescheduled to a regular five (5) day work schedule for the duration of the jury assignment, commencing on the Monday following the two (2) consecutive days of jury duty. Any employee on jury duty shall furnish the Company with a statement from the Jury Commissioner or other officers of the Court setting forth the days on which he reported for jury duty.

Should jury duty pay increase from the amount in effect on January 1, 1976, the employee would be paid Company base pay while on jury duty during regular working hours less fifty (50) percent of any such increase in jury pay.

2. In the event of a death in the immediate family of a regular employee, time off with pay as necessary may be allowed with the approval of supervision to make arrangements for and attend the funeral, but such paid time off shall not exceed three (3) working days. Immediate family for this purpose consists of spouse, child, step-child, grandchild, parent, step-parent, grandparent, brother, sister, step-brother, step-sister, mother-in-law, and father-in-law of an employee.

3. In the event of illness in the immediate family of a regular employee, time off with pay, as necessary, not to exceed two (2) working days, may be allowed with the approval of supervision. Immediate family is defined, and limited, to spouse, child, step-child, parent, step-parent, brother, sister, step-brother, step-sister, employee's grandparents (but not spouse's grandparents), mother-in-law, or father-in-law.

E. Upon request from employees on vacation or absent from duty because of injury or illness or on days off, the Company will mail pay checks on the regular pay days.

F. There shall be the same wage scale established for each classification irrespective of whether a given employee be a man or a woman, provided the quality and quantity of work is equal.

G. Pay days shall be bi-weekly on Fridays. If circumstances warrant a change, such change will be made upon agreement of the parties. If a holiday falls on pay day Friday, the following Monday may be pay day. For those employees who voluntarily elect to participate in the Automatic Payroll Deposit Program, it is understood that should there be a Company or bank holiday during the pay week, such employees' drafts will not be deposited to their accounts until the following work day; Saturdays, Sundays and holidays excepted.

H. All eight (8) hour work periods, regularly scheduled to begin at 11:00 a.m. or thereafter, but before 8:30 p.m., shall be designated as swing shift. All eight (8) hour work periods, regularly scheduled to begin at 8:30 p.m. or thereafter, but before 4:00 a.m., shall be designated as graveyard shift. A premium of \$1.15 per hour shall be paid for work performed in the swing shift and a premium of \$1.27 per hour shall be paid for work performed in the graveyard shift.

Swing Shift Differential

1-1-2006	\$1.25
1-1-2007	\$1.25
1-1-2008	TDE

Graveyard Shift Differential

1-1-2006	\$1.45
1-1-2007	\$1.45
1-1-2008	TDE

Article XII

The shift premium, if any, which is payable for an employee's regularly scheduled hours of work, shall be paid for any time worked by him immediately preceding or following his regular hours of work and continuing into or from such regular hours of work as an extension thereof.

When a shift premium is applicable to time worked at the overtime rate of pay, the overtime rate shall be applied to the applicable shift premium. Shift premium shall be payable only for hours actually worked and shall not be paid for non-work time, such as holidays, sick leave, vacations, etc., except:

1. Employees that work on a fixed swing or graveyard shift shall be paid shift differential for their regularly scheduled work hours on holidays and vacations.

Shift premium shall not be payable for time worked on a shift for which an overtime premium is paid under Article IX, Section J.

- I. A twenty-five (25) percent discount on the domestic electric bill for regular employees served from Edison lines will be allowed in accordance with the applicable tariff schedule filed with the California Public Utilities Commission.

In addition, all regular employees whose established base is SONGS, Mohave Generating Station, Auberry, Eldorado or Magunden Substations, Big Creek or K. R. No. 1 Powerhouses and whose residence is not served from Edison lines will receive an amount equivalent to twenty-five (25) percent of their domestic electric bill. Eligibility for such payment will be determined on the same basis as provided for in the tariff schedule referred to above which would be applicable if the employee were served from Edison lines except for the references to territory.

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Article XIII

BULLETIN BOARDS

A. The Union may use one-half of the Company's regular bulletin boards, and the Company shall indicate thereon the portion of each bulletin board which shall be reserved for use by the Union. The Company will erect additional bulletin boards in any location where existing bulletin boards are inadequate. Official notices of Local Union and Unit meetings, and the results thereof, elections, and the results thereof, appointments and recreational and social activities of the Local Union and Units may be posted on such bulletin boards. Bulletin board notices of other similar matters may be posted on such boards upon receiving consent of the Company. There shall be no other distribution or posting by employees or Union representatives of notices, pamphlets, advertising or political matter or any other kind of literature upon any other Company property, except with the written consent of the Company, provided, however, that nothing herein shall be construed to prohibit Union solicitation on Company property by an employee outside of working hours.

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Article XIV

**BOARD, LODGING, TRANSPORTATION
AND TRAVEL TIME**

A. Except as provided in Section B of this Article XIV, each employee shall be assigned to an established working base. When a Distribution Business Unit, Procurement and Material Management Department, **Information Technology**, Transmission/Substation, Hydro, Steam, System Operation, Construction Field Forces, Shop Services and Instrumentation Department, Transportation Services Department, or Real Properties Department — Property Services Division employee is assigned to a job away from his working base, he will be allowed traveling time to and from the job. With the approval of the Supervisor, an employee may elect to report directly to the job instead of to his established working base, in which event he will be allowed the equivalent of travel time between the working base and the job, and he must furnish his own transportation from his home to the job.

If an employee is requested to and does use his personally owned car in lieu of Company transportation for the purpose of transporting one or more employees from the established working base to the job and return, or to a temporary working base and return, he will be granted a mileage allowance in addition to his travel time.

If an employee has used his personally owned car to transport one or more employees to the temporary working base, and no Company transportation is provided at the temporary working base, the employee will be granted a mileage allowance for transporting one or more employees between the authorized place of lodging and the job and for any

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other authorized mileage incurred while on the temporary assignment.

For personally owned automobiles operated on a contractual agreement with the Company or by special approval, the employee would be reimbursed for Company mileage at the established IRS guideline rate. For **2006** this rate is **44.5¢** a mile.

B. Work Zones and Allowances

1. Work zone 1 will be measured by a 25-mile straight line radius, from the employee's established work base to an alternate work location. Employees covered by this provision may be required to report directly to the alternate work location in work zone 1 on their own time and transportation **and will receive \$10.00 per day.**

2. Work zone 2 will be measured by a straight line radius of more than 25 miles and up to and including 35 miles, from the employee's established work base to an alternate work location. Employees covered by this provision may be required to report directly to the alternate work location in zone 2 on their own time and transportation and will receive \$10.30 per day.

3. The alternate work location may be another established work base, the job site, or a staging area in close proximity to the actual job site within the work zone.

4. Employees covered by this section are those who are regularly required to perform work in the field or at multiple work locations or job sites.

5. When employees are called out, they may be instructed to report directly to the job site or reporting location. Their travel time will be paid by the Company.

6. Reporting to an alternate work location will be based on reasonable business needs with due consideration to minimizing the impact on employees. Hardships will be considered by supervision on a case-by-case basis.

7. It is not the Company's intention to require an employee to report to an alternate work location under this section when geographical limitations or conditions would impose an unreasonable burden.

8. The Company will provide as much notice to employees as is reasonably practicable in making assignments, but no later than the end of the work period preceding the assignment. Employees will be paid time and mileage for the first day of the assignment only if appropriate notice is not given.

9. Minimum Duration of Assignments

a. For Transportation Services Department (TSD), Shop Services and Instrumentation Department (SSID), Customer Services Business Line (CSBL), **Information Technology**, the minimum assignment is one day.

b. For Electric Distribution Business Line (EDBL), Hydro Division, and Transmission/Substation Division (T/S), the minimum assignment is three days.

c. If the assignments are less than one or three days as outlined above, the employee will be compensated in accordance with the provisions of Article XIV, Sections A and/or C.

10. Maximum Duration of Assignments

a. Employees may not be assigned to an alternate bid location within their work unit for a period greater than six months.

Article XIV

b. Employees who are assigned to an alternate bid location as defined above, for a period greater than six months, will be compensated in accordance with the provisions of Article XIV, Sections A and/or C after the six-month period.

11. For employees in TSD, CSBL, SSID, and C & CS, the Company will request volunteers from those who are qualified and available before making assignments. The Company retains the right to make assignments.

12. For employees in EDBL, Hydro, and T/S, assignments will be made from those who are available and qualified.

Additional reference Appendix ii

C.1. Employees who are assigned to a temporary base at such distance from their established headquarters that it is impracticable for them to return thereto or to their regular place of residence shall be allowed reasonable personal expense for board and lodging for the duration of such assignment, provided they board and lodge at places designated by the Company. The time spent by such employees in traveling to such temporary job at its beginning and from it at its conclusion and any expense incurred therein shall be paid for by the Company.

2. The Company will provide single rooms for all employees who are entitled to Company lodging while on a temporary base assignment, except that the Company may provide double rooms: a) if a sufficient number of rooms are not available within a reasonable distance of the temporary base; b) on emergency jobs where employees are working around the clock and are only using the room for sleeping; or c) when employees volunteer to go to a function where only double rooms are available.

3. Employees shall report directly to the job on their own time if the job is no greater than twenty-five (25) miles from the temporary base. Temporary base for this purpose is defined as the motel designated by the Company.

4. If on their non-work days (days off) any such employees remain at the temporary base, their expense for board and lodging on such days shall be paid by the Company, but if they go elsewhere for their personal convenience, the Company shall not reimburse them for any expense they incur thereby.

5. If any such employees elect to return to their homes during any days off period, such employees will be granted a flat allowance of \$18.00 for their return home and \$18.00 for their return from home to the job, this allowance not to exceed a total of \$36.00 during any days-off period.

Days Off Return Home Allowance

1-1-2006	\$19.10 not to exceed \$38.20/day
1-1-2007	\$19.10 not to exceed \$38.20/day
1-1-2008	TDB

6. In addition, the Company at its option, may: (1) allow them the equivalent of any saving it realizes on their board and lodging costs, or (2) reimburse them for the expense of round-trip transportation by public carrier, or (3) provide round-trip transportation by Company vehicle, or (4) reimburse them for round-trip mileage in accordance with the provisions of Article XIV, Section A. Any such travel time to and from their homes will not be considered as time worked. In the event that any such employees board and lodge at a Company boarding house, the allowance which may be made by reason of the saving in board and lodging

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cost will be based on the established charge to employees who regularly board and lodge at such boarding house.

7. If an employee is assigned to a temporary base where the Company furnishes board and lodging, the employees who elect to travel to and from their home in lieu of accepting board and lodging and who furnish their own transportation to and from their home will be given an expense allowance of \$40.00 a day and such employee shall report to the job in accordance with the scheduled working hours for that job.

Daily in Lieu of Expense Allowance

1-1-2006	\$44.25/day
1-1-2007	\$44.25/day
1-1-2008	TDB/day

8. Employees who are assigned to a temporary base shall be eligible to be returned to their established headquarters as follows:

a. Where the temporary base is more than 200 miles from the established base, every third weekend during the term of the temporary assignment;

b. Where the temporary base is not more than 200 miles from the established base, every fourth weekend during the term of the temporary assignment.

The time spent by such employees in traveling to their established base and returning to the temporary base on such weekends shall be paid for by the Company. For the purposes of this paragraph the period of temporary assignment ends when such employees are returned to their established base, overnight, for any reason.

9. An employee assigned to a temporary working base may elect to provide his own lodging in lieu of accepting lodging furnished by the Company. In such

instances upon submission of a receipt for the lodging, he will be paid in the amount of \$40.00 per night. Transportation will be provided only to and from the lodging designated by the Company.

In Lieu of Lodging Allowance

1-1-2006	\$44.25/night
1-1-2007	\$44.25/night
1-1-2008	TDB/night

10. In the event any employees assigned to a temporary base return home on their days-off period per Article XIV.C.5, they will be considered available for emergency call out while at their established base if the employees volunteer in writing one (1) day before their days-off period. Emergency call outs of employees who have volunteered to be available during their days-off period will not constitute a break in the temporary base assignment.

11. Employees who are assigned to a temporary base who plan to return home on their days-off period per Article XIV.C.5, will be considered available for planned overtime assignments while at their established base if the employees volunteer in writing by the end of the normal workday on the Monday preceding their days-off period. Working such planned overtime assignments during days-off periods will not constitute a break in the temporary base assignment.

Additional reference Appendix i and ii

D. Meal Periods

1. When employees are called from their homes to perform emergency work outside of regular work hours, they shall, if possible to do so, be given meals at intervals of approximately four (4) hours, provided, however, that in no event shall an employee be required to work more than five (5) consecutive hours without a meal, if one can be provided, such meals,

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and the time necessary therefor shall be at Company expense. When such emergency overtime continues into normal time hours and there are three (3) hours or more between the end of the last meal period and the start of the normal time hours, the employees shall be eligible for an additional meal on Company time and at Company expense, notwithstanding the other provisions of this Section.

If an employee is called out for emergency work one (1) hour or more before his scheduled work hours on a scheduled work day and continues to work into his regular scheduled work hours and does not have an opportunity to eat a meal or prepare a meal before reporting for work, the Company shall furnish him with such meals if they can be provided. The necessary time taken to eat a meal shall be provided by the Company; the usual practice relating to lunch time on work days shall prevail. The Company shall reimburse the employee for such meals only if the actual expense therefor has been incurred.

2. When employees are required to perform prearranged work on non-work days during regular work hours, they shall observe the lunch arrangement which prevails on their regular work days. When employees are required to perform prearranged work (not as a continuation of the regular work day) on either work or non-work days outside of regular work hours, they shall provide the first meal on the job at their own expense, and the time necessary therefor but not to exceed one-half (1/2) hour shall be taken at Company's expense. Any subsequent meals shall be taken at intervals of approximately four (4) hours but in no event shall an employee be required to work more than five (5) consecutive hours without time off for a meal. Such subsequent meals and the time necessary therefor shall be at Company expense. When such prearranged overtime continues into

normal time hours and there are three (3) hours or more between the end of the last meal period and the start of the normal time hours, the employees shall be eligible for an additional meal on Company time and at Company expense, notwithstanding the other provisions of this Section.

When employees are required to perform prearranged work two (2) hours or more before regular work hours on a regular work day or a non-work day and continue to work into their regular scheduled work hours, they shall, if possible, be provided with a meal at Company expense and the necessary time to eat it. The Company shall reimburse the employees for such meals only when the actual expense therefor has been incurred.

3. When an employee is required to work two (2) hours or more beyond regular work hours, he shall be given an opportunity to secure a meal and the time taken therefor shall be paid by the Company. The Company shall reimburse employees for such meals only when actual expense therefor has been incurred. If an employee does not accept a meal at Company expense, as provided herein, he shall nevertheless be allowed overtime for the time usually taken to eat a meal, not to exceed one-half (1/2) hour.

If any employee is called back to work less than one and one-half (1-1/2) hours after the end of his regular shift or an extension thereof which does not exceed two (2) hours, he shall be entitled to a meal on Company time and at Company expense unless he is released from his base not more than two (2) hours after normal quitting time.

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4. When an employee is required to: a) perform prearranged work less than two (2) hours before regular work hours, and b) is required to work less than two (2) hours beyond regular work hours; and when a and b combined with the employee's regular hours result in the employee working eleven consecutive hours or more (normal lunch period excluded) without a Company provided meal, he will be entitled to a meal and the time to eat it at Company expense. For an employee who earns a meal under this provision, any subsequent meals shall be taken at intervals of approximately four (4) hours but in no event shall an employee be required to work more than five (5) consecutive hours without time off for a meal.

5. When employees become eligible for a meal at Company expense as referred to in Sections C and D of this Article XIV, they will be reimbursed for such meals, when purchased in a restaurant and eaten by them at a rate of \$13.50 per meal.

Daily Meal Allowance

1-1-2006	\$15.00
1-1-2007	\$15.25
1-1-2008	\$15.25

The phrase "purchased in a restaurant" is construed to include mobile catering trucks, but does not include unprepared food purchased in a market, restaurant or elsewhere. A meal purchased in a restaurant and eaten on the job will qualify for the meal allowance. The Company, at its option, may designate a restaurant where employees may eat and in such case the Company will pay for the reasonable cost of the meal.

Additional reference Appendix i

E. Established permanent base, as used herein, means that base assigned by the Company to which the employee normally reports for work. Temporary base, as used herein, is any base to which the employee is assigned by the Company for the purpose of engaging in work which will continue for a temporary period and may be established by the Company at its option at any location where suitable board and lodging can be obtained or provided.

F. When an employee is permanently transferred from one established headquarters to another the following procedure will be followed with regard to moving expenses:

1. In the event the aforementioned transfer results in a promotion as a result of the application of the seniority provisions of this Agreement, the employee will pay moving expense up to and including fifty dollars (\$50.00). Any such expense in excess of fifty dollars (\$50.00) will be paid by the Company.

2. The Company will furnish a truck and driver to move the employees within, but not between, each of the following locations when such move is necessary as a result of a promotion: (1) Kern Canyon; (2) Big Creek Project; (3) Kaweah River.

3. In the event the aforementioned transfer is at the request of the Company and does not result from the application of the seniority provisions of the Agreement, moving expense will be paid by the Company.

4. In the event the aforementioned transfer is at the request of the employee, the moving expense will be paid by the employee.

For the purpose of this Agreement, moving expense shall include reasonable charges for moving the employee and normal household goods as well as

Article XIV

normal insurance coverage.* If in accordance with the provisions above any of the moving expense is to be paid by the Company, fully detailed receipted freight, express, or truck bill showing weight, rate, etc., of household goods moved shall be attached to the expense account. When the total moving expense exceeds fifty dollars (\$50.00), approval of the Division or Department Head must be obtained prior to contracting the expense.

The Company will pay the cost of any necessary wiring for electric range and water heater installations, and when necessary shall allow an employee expense of board and lodging while finding accommodations for his family or his personal possessions at the new location not to exceed fourteen (14) calendar days following the date of such transfer, except when the employee is transferred at his request.

Moves made that require the Company to pay all or part of the expense must be made within ninety (90) days after the transfer of the employee to the new locations. An extension of this time may be given upon written request addressed to his supervisor showing good and sufficient reason therefor.

Any special insurance purchased by the employee will not be covered by the Company.

* Normal insurance in this case is to be interpreted as that insurance coverage required by the I.C.C. on interstate moves.

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Article XV

**EMPLOYEE PENSION AND
WELFARE PLANS**

A. These plans include the retirement plan, stock savings plus plan, health care plans, dental and vision plans, reimbursement account plans, disability plans, Section 125 plan, and the life and accident insurance plans which are covered by a separate agreement between the parties; said agreement is complete and separate unto itself and is no way of this Agreement.

B. Following an absence due to an industrial or non-industrial accident or illness, employees who are temporarily unable to perform the duties of their classification will, if work is available which they are able to perform, be returned to work in the first instance in each case at their regular rate of pay. If at the end of three (3) weeks (fifteen (15) work days) the employee is still unable to perform the duties of his classification, other arrangements will be made in keeping with the employee's ability to perform and the availability of work.

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Article XVI

**DURATION, TERMINATION AND
RENEWAL**

A. This Agreement is effective as of the date of execution with the exception of special provisions of the Agreement setting forth dates for compliance. The term of this Agreement shall continue until the 31st day of December, 2005, and for additional periods of one year thereafter, with the proviso that should either party desire to terminate this Agreement or to modify any portion of any of the terms hereof, it shall notify the other party in writing not less than sixty (60) days prior to the 31st day of December, 2005, or the end of any subsequent yearly period, that the party giving such notice desires either to terminate the Agreement at the end of such yearly period or to negotiate such amendments or changes of the terms or provisions hereof as are specifically set forth in such notice. If notice of termination is given, this Agreement shall terminate on the 31st day of December, 2005, or at the end of any subsequent yearly period as herein provided.

B. If a notice is given by either party of its desire to negotiate amendments or changes in any of the terms or provisions hereof, the party receiving such notice may, not later than fifty (50) days prior to the 31st day of December, 2005, or the end of any subsequent yearly period, notify the other party in writing of its desire to terminate this Agreement or negotiate amendments or changes thereof as are specifically set forth in such notice.

C. Negotiations upon the proposed amendments or changes of the terms of this Agreement, as set forth in the notice of desire to amend, shall begin not later than forty (40) days prior to the expiration date or expiration of any subsequent yearly period, and shall

Article XVI

continue until agreement is reached; and during said negotiations this Agreement shall remain in full force and effect, except that during such negotiations, subsequent to the expiration date or the expiration of any subsequent yearly period either party on sixty (60) days' notice to the other, may terminate said Agreement. Any agreement reached as a result of such negotiation with respect to any wage change shall become effective as of the anniversary termination date of this Agreement, provided such retroactivity does not exceed sixty (60) days.

D. With regard to the payment of any retroactivity under Article XVI, Section C, any such retroactivity shall be paid on a check separate from the normal bi-weekly paycheck.

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Article XVII

NOTICES

Notices permitted or required to be served by one party upon the other under the provisions of this Agreement shall be sufficiently served for all purposes herein when mailed postage prepaid, registered mail, return receipt requested, to the Vice President of Human Resources/Labor Relations, Southern California Edison Company, P. O. Box 800 or 8631 Rush Street, Rosemead, California 91770, or his successor, for service upon the Company; and when similarly mailed to the Business Manager of Local Union No. 47, of International Brotherhood of Electrical Workers, A.F.L.-C.I.O., at 600 North Diamond Bar Blvd., Diamond Bar, California 91765, or his successor, for service upon the Union, and the date of receipt of such notice shall be the controlling date for the purposes hereunder. Each party shall promptly inform the other of any change in the addresses set forth in this Article.

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Article XVIII
ASSIGNABILITY

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer or assignment of either party hereto, or affected, modified, altered, or changed in any respect whatsoever by any change of any kind of the ownership or management of either party hereto, or by any change, geographical or otherwise, in the location or place of business of either party hereto.

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Article XIX

REFERENCES

The provisions of paragraphs 6, 7, and 10 of the Agreement between the Company and the Union, dated May 11, 1953, are incorporated herein by reference, and by such reference made a part hereof.

Article XIX

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals.

SOUTHERN CALIFORNIA
EDISON COMPANY

By /s/ Douglas M. Dedea
Manager, Labor Relations

LOCAL UNION NO. 47,
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS

By /s/ Patrick A. Lavin
Business Manager/Financial Secretary

Final Approval for the Union:

By /s/ Ed Hill
International President

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**AGREEMENT
THREE YEAR GENERAL EXTENSION
2006–2008 WAGES AND WORKING
CONDITIONS**

**BETWEEN THE SOUTHERN CALIFORNIA EDISON
COMPANY AND IBEW LOCAL 47**

This letter is to document our agreement to extend the Wages and Working Conditions Agreement between Southern California Edison and IBEW Local 47, for a period of three years, beginning January 1, 2006 through December 31, 2008.

The parties have agreed to the extension of the wages and working agreement (through December 31, 2008), with the following modifications:

- **A general wage increase of 3.75%, effective the first day of the first pay period for 2006 (December 26, 2005).**
- **A general wage increase of 3.50%, effective the first day of the first pay period for 2007 (December 25, 2006).**
- **A general wage increase of 4.00%, effective the first day of the first pay period for 2008 (December 24, 2007).**
- **Improvements in the non-wage economic items for the duration of the Agreement are listed on the attached document**
- **IBEW members will continue to participate in the Company's Results Sharing program, in the same program, at the same level as the non represented, non**

exempt employees within the individual employee's Business Unit. This will apply for all years of this Agreement provided the Company continues the use of the Results Sharing program. The Company reserves the right to make changes as to the design of the Results Sharing program.

SOUTHERN CALIFORNIA EDISON COMPANY

**/s/ Douglas M. DeDea
Manager, Labor Relations
Dated: January 6, 2006**

LOCAL 47, IBEW, AFL-CIO

**/s/ Patrick A. Lavin
Business Manager/Financial Secretary
Dated: January 6, 2006**

Adjustments to IBEW Non-Wage Economic Items

Effective January 1, 2006

Articles		Item	Amount		
			01-01-2006	01-01-2007	01-01-2008
XII, Sec. B6 & B7	Pg. 2	Leadman Pay	\$1.40	\$1.40	TBD
XII, Sec. H	Pg. 7	Swing Shift Differential	\$1.25	\$1.25	TBD
XII, Sec. H	Pg. 7	Graveyard Shift Differential	\$1.45	\$1.45	TBD
XIV, Sec. C5	Pg. 5	Days Off Return Home Allowance	\$19.10 Not to Exceed \$38.20/day	\$19.10 Not to Exceed \$38.20/day	TBD
XIV, Sec. C7	Pg. 6	Daily in lieu of Expense Allowance	\$44.25/day	\$44.25/night	TBD
XIV, Sec. C9	Pg. 6	In lieu of Lodging Allowance	\$44. 25/night	\$44.25/night	TBD
XIV, Sec. D5	Pg. 10	Meals	\$15.00	\$15.25	\$15.25

**EXHIBIT A — IBEW — LOCAL 47
CONSTRUCTION FIELD FORCES,
HYDRO, STEAM AND
TRANSMISSION/SUBSTATION
Standard Classification and
Composite Wage Schedule
Working Foreman
and Non-Supervisory Personnel
Hired Prior to 4-9-84**

Occupational Code	Job Title	Equivalent Monthly Schedule	Hourly Schedule
I 8283	Accountant, Construction/Maintenance		
	1st 6 months.....	\$4,685.89	\$27.034
	2nd 6 months.....	4,798.91	27.686
	3rd 6 months	4,956.29	28.594
	4th 6 months.....	5,065.15	29.222
	Thereafter	5,298.11	30.566
I 7010	Accountant, Division Administrative (Hydro)		
	1st 6 months.....	\$5,060.81	\$29.197
	Thereafter	5,298.11	30.566
H 7013	Accountant, Division 1 (Hydro)		
	1st 6 months.....	\$4,702.88	\$27.132
	2nd 6 months.....	4,781.57	27.586
	Thereafter	4,865.47	28.070

* Entering level job

† For employees hired on or after 4-9-84, see Addendum to Exhibit A

CFF, Hydro, Steam and T/S

Occupational Code	Job Title	Equivalent Monthly Schedule	Hourly Schedule
G 7014	Accountant, Division 2 (Hydro)		
	1st 6 months.....	\$4,126.72	\$23.808
	2nd 6 months.....	4,273.71	24.656
	3rd 6 months.....	4,396.60	25.365
	Thereafter.....	4,551.39	26.258
D 7015	†*Accountant, Division 3 (Hydro)		
	1st 6 months.....	\$2,889.64	\$16.671
	2nd 6 months.....	3,142.71	18.131
	3rd 6 months.....	3,489.89	20.134
	As qualified – promote.....	3,855.80	22.245
	Promote to Division Accountant 2, transfer or terminate		
K 8104	Accountant, Supervising Division Administrative (Hydro)		
	1st 6 months.....	\$5,500.56	\$31.734
	Thereafter.....	5,628.65	32.473
I 8282	Accountant, Supervisor Construction/Maintenance		
	1st 6 months.....	\$5,753.63	\$33.194
	Thereafter.....	5,887.61	33.967
H 7069	Assistant, Laboratory (Steam)		
	1st 6 months.....	\$3,923.75	\$22.637
	2nd 6 months.....	4,067.27	23.465
	3rd 6 months.....	4,233.84	24.426
	4th 6 months.....	4,384.99	25.298
	5th 6 months.....	4,556.93	26.290
	Thereafter.....	4,738.24	27.336

* Entering level job

† For employees hired on or after 4-9-84, see Addendum to Exhibit A

CFF, Hydro, Steam and T/S

Occupational Code	Job Title	Equivalent Monthly Schedule	Hourly Schedule
F 8020	†*Assistant, Operating (Steam)		
	1st 6 months.....	\$3,442.23	\$19.859
	2nd 6 months.....	3,855.80	22.245
	Thereafter.....	4,233.84	24.426
I 8030	Attendant, Hydro		
	.....	\$4,825.43	\$27.839
H 8040	Attendant, Hydro – Kaweah/Tule (Hydro)		
	.....	\$4,825.43	\$27.839
F 9015	Attendant, Tool Room (Hydro)		
	1st 6 months.....	\$3,855.80	\$22.245
	2nd 6 months.....	4,140.59	23.888
	Thereafter.....	4,309.41	24.862
J 9108	Apprentice, Structural Mechanic (CFF)		
	1st 6 months.....	\$4,233.84	\$24.426
	2nd 6 months.....	4,384.99	25.298
	3rd 6 months.....	4,556.93	26.290
	4th 6 months.....	4,738.24	27.336
	Thereafter.....	5,024.24	28.986
J 9150	Carpenter (Hydro)		
	.....	\$5,024.24	\$28.986
J 9155	Carpenter (T/S)		
	1st 6 months.....	\$4,646.89	\$26.809
	2nd 6 months.....	4,825.43	27.839
	Thereafter.....	5,024.24	28.986
H 9200	Carpenter, Rough (Hydro)		
	.....	\$4,556.93	\$26.290

* Entering level job

† For employees hired on or after 4-9-84, see Addendum to Exhibit A